



Canada Lands Company
Société immobilière du Canada

RFP No.

602299-02

Issue Date:

21 July 2020

Submission Deadline:

24 September 2020



Request for Proposals

Lead Consultant
Master Plan and Strategic Implementation Plan
Confederation Heights
Ottawa, Ontario

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REQUEST FOR PROPOSALS
RFP NO: 602299-02

1. Introduction

1.1. Company Description

Canada Lands Company CLC Limited (the “**Company**”) is a non-agent Crown corporation that carries out real estate business in all regions of Canada. The Company also owns and operates the CN Tower in Toronto, Ontario.

The Company’s activities ensure that government properties are redeveloped or managed in accordance with their highest and best use, and that they are harmoniously reintegrated into local communities to meet the needs of Canadians and provide them and their families with inspiring and sustainable new neighbourhoods in which they can live, work and play.

1.2. Scope of Work

This RFP is issued for the purpose of obtaining Proposals for a Proponent to provide consulting services related to the master plan development of the Confederation Heights area of Ottawa.

This is described in more detail in the Scope of Work Schedule.

1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “**Agreement**”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

It is anticipated that the Agreement will be signed on or around October 2020.

The term of the Agreement is 4 years with an option in favour of the Company to extend the term under the original terms and conditions.

1.4. RFP Tentative Timetable

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	July 21st, 2020 EST
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	August 17th, 2020
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	August 28th, 2020
RFP Submission Deadline	September 24th, 2020 (2:00pm EST)
Oral Presentation	October 5th – October 9th, 2020 (10am – 4pm EST)
Anticipated Agreement Start Date	October 30, 2020

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will post any such change to the Proponents through addendum as described in Section 2.14

1.5. RFP Coordinator

1.5.1. Restricted Communications

All communications with the Company regarding any aspect of this RFP (up until any contract award notification) should be directed to the RFP Coordinator:

Name: ***Amanda Valiquette***
Title: Project Coordinator, Real Estate
Address: 100 Queen Street, Suite 1050, Ottawa, Ontario, K1P 1J9
Phone #: 613-564-3029
E-mail address: avaliquette@clc.ca

Proponents shall refrain from contacting other agents or employees, or any other government agent or official in respect of this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process.

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFP process.

1.5.2. Authorized Amendments, Waivers, Information or Instructions

From the date of issue of the RFP through any award notification, only the RFP Coordinator is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP Coordinator. No officer,

director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

1.6. Trade Agreements

This RFP is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Canada-European Union Comprehensive Economic and Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership and the Canadian Free Trade Agreement.

2. RFP Terms and Procedures

2.1. Definitions

In this RFP, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“**Addendum**” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and “**Addenda**” has a corresponding meaning).

“**Agreement**” has the meaning ascribed in Section 1.3 (Form of Agreement).

“**Applicable Law**” and “**Applicable Laws**” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

“**Business Day**” or “**Business Days**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Ontario, or as otherwise agreed to by the parties in writing.

“**Company**” has the meaning ascribed to it in Section 1.1 (Company Description).

“**Conflict of Interest**” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“**days**” means calendar days.

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“Evaluation Team” means the individuals who have been selected by the Company to evaluate the Proposals.

“Mandatory Requirements” has the meaning given in Section 3.3 (Proposal Contents – Mandatory Requirements and Rated Information)

“Personal Information” means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

“Personnel” means key roles identified within the Proponents proposal responsible for undertaking tasks as outlined in the Scope of Work in achieving the Company’s project objectives and deliverables.

“Preferred Proponent” means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

“Proponent” or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“Proposal” or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.

“Request for Proposals” or **“RFP”** means this Request for Proposals issued by the Company and all schedules thereto.

“RFP Submission Deadline” means the Proposal submission date and time as set out in Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

“RFP Coordinator” means the individual identified in Section 1.5 (RFP Coordinator).

“Schedule” means one of the schedules to this RFP listed at Section 2.2 (and **“Schedules”** has a corresponding meaning).

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

2.2. Definitions of Schedules

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Project Context”	Schedule 1
“Scope of Work”	Schedule 2
“Proposal Checklist Schedule”	Schedule 3
“Mandatory Requirements Checklist Schedule”	Schedule 4
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 5
“Corporate Overview Schedule”	Schedule 6
“Pricing Schedule”	Schedule 7
“Declaration and Certification Schedule”	Schedule 8
“References Schedule”	Schedule 9
“Receipt Confirmation Schedule”	Schedule 10
“Form of Agreement Schedule”	Schedule 11
“Certificate of Compliance Schedule”	Schedule 12
“Non-Disclosure Agreements Schedule”	Schedule 13
“PSPC Security Requirements Schedule”	Schedule 14
“Cadastral Surveying Technical Specifications Schedule”	Schedule 15

2.3. Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

2.4. RFP Information

2.4.1. Proponent to Review

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

2.4.2. Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a. after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b. claim that the Company is responsible for any of the foregoing.

2.5. Clarification and Questions

2.5.1. Submission

Proponents must submit requests for clarification in writing by email, to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted at least 29 days prior to the RFP Submission Deadline.

2.5.2. Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.5.1 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on buyandsell.gc.ca and MERX. In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.

Where an answer results in any change to the RFP, such answer will be formally documented through the issue of a separate Addendum reflecting that change.

2.5.3. Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on buyandsell.gc.ca and MERX at least 13 days prior to the RFP Submission Deadline, unless it is an Addendum that extends the RFP Submission Deadline.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company.

2.6. Receipt Confirmation

Proponents are requested to complete and return by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein.

2.7. Proposal Submission

2.7.1. General

To be considered in the RFP process, a Proponent's Proposal must be received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), in Portable Document Format (.pdf) files via email. The covering email shall contain Proponent's name, return address, and RFP # **602299-02** and addressed to:

Amanda Valiquette
Email: avaliquette@clc.ca
Attention: RFP Coordinator

Proposals received after the RFP Submission Deadline shall not be considered and shall be deleted. Each Proponent is responsible for confirming the receipt of its Proposal to the email address listed above.

Proposals are to be submitted in English or French only, and any Proposal received by the Company that is not entirely in English and/or French may be disqualified.

2.7.2. Receipt

Every Proposal received will be date/time.

2.8. Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

2.9. Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline (except to the extent that the Proponent is responding to a clarification or verification request from the Company during the evaluation process). The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. The Company has no obligation to return amended Proposals.

2.10. Completeness of Proposal

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;
- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

2.11. Proponent's Proposals

All Proposals submitted by the Submission Deadline shall become the property of the Company and will not be returned to the Proponents.

2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for 180 days from the RFP Submission Deadline.

Proposals will not be opened publicly.

2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

2.15. Clarification of Proponent's Proposal

The Company shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Proposal, in the Company's sole discretion.

2.16. Verification of Information

The Company shall have the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b. reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or
- c. access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

2.17. Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 3 - *Proposal Evaluation, Format and Contents*, will form a part of the evaluation process.

2.18. Substantial Compliance

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

2.19. No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

2.20. Debriefing

Not later than 15 calendar days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator to request a debriefing.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

2.21. Confidentiality

2.21.1. Company Confidential Information

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal ("**Company Confidential Information**") constitutes the confidential information of the Company. The foregoing does not apply to any information that is or becomes generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a. it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;

- b. it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;
- c. it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;
- d. such information remains the property of the Company; and
- e. it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality agreement required by the Company as part of this RFP.

2.21.2. Proponent Confidential Information

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents' Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

2.21.3. Copies of Materials

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

2.22. Personal Information

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents

have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

2.23. Access to Information Act

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

2.24. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFP or the Agreement, or (vi) a Conflict of Interest or Unfair

Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;

- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;
- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- l. cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;
- m. provisionally select a Proponent's Proposal subject to the appropriate authorization by the Company's Board of Director's to enter into the Agreement, the failure to obtain such authorization shall result in the selection being deemed void
- n. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- o. reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

2.25. Reserved Rights (as to Preferred Proponent)

If the Preferred Proponent fails or refuses to execute the Agreement within 10 Business Days from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. exclude the Preferred Proponent's Proposal from further consideration, rescind the invitation to execute the Agreement, and invite the next highest-ranked Proponent to execute the Agreement; and
- b. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

2.26. Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation, and submission of its Proposal;

- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

2.27. No Liability

The Proponent agrees that:

- a. Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- b. It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- c. It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

2.28. Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.

2.29. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

2.30. Governing Law

The RFP and the Proponent's Proposal shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

3. Proposal Evaluation, Format and Contents

3.1. General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points
I	Mandatory Requirements	(Pass/Fail)
II	Rated Information	80
III	Pricing	10
IV	Oral Presentation	10
V	Reference Verification	(Pass/Fail)
	Total	100

Every Proponent should refer to the Proposal Checklist Schedule to verify that it has included in its Proposal everything requested by this RFP.

3.2. Proposal Format

3.2.1. General

The Proponent’s Proposal should be comprised and formatted as follows:

- i. 1 PDF file or Folder of PDF files named as Proposal, excluding the Pricing Schedule: and
- ii. 1 separate, PDF file or Folder of PDF files named as “Pricing Schedule” containing the Pricing Schedule; The Proponent’s Price submission should be password protected so that the contents of the file cannot be viewed until the password has been provided to the RFP Coordinator by the Proponent. The RFP Coordinator will contact the Proponent for the password once the evaluation described in Section 3.2.1 has been completed.

3.2.2. Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

- a. all pages should be numbered;
- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed 10 MB in size; information may be split up into separate documents, if necessary;

- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.8 and following (*Rated Information and Pricing*); and
- g. as appropriate, incorporate the Schedules in its Proposal.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures).

3.3. Proposal Contents – Mandatory Requirements and Rated Information

Proposals should respond to the requirements and questions listed in the chart below in a written document.

Proposals must contain the information listed under the heading “Mandatory Requirements” below. A failure to do so will result in the Proposal being disqualified. If a “Mandatory Requirement” refers to a Schedule, then Proponents should provide responses to the “Mandatory Requirements” in the corresponding Schedule.

Proposals should address the information listed under the heading “Rated Information” below. Rated information will be scored and failure by a Proponent to fully address any rated information will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of its Proposal under corresponding headings, or in a Schedule, if directed.

MANDATORY REQUIREMENTS	Evaluation
<p>3.3.1. Mandatory Requirements Checklist</p> <p>The Proposal must include a completed Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.2. Declaration and Certification</p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>

<p>3.3.3. Unfair Advantage and Conflict of Interest Statement Schedule</p> <p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.4. References</p> <p>The Proposal must include a completed References Schedule, completed by the Proponent, for both the itself and any subconsultants involved in the Proposal, in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.5. Proponent Consortium Information</p> <p>Where a consortium is responding to this RFP, the following shall apply:</p> <ul style="list-style-type: none"> a. one member of the consortium shall be the Proponent; and b. the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement. <p>Where a consortium is not responding to this RFP, the Proponent shall respond by stating “Not Applicable”.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.6. Certificate of Compliance</p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule. The Proponent does not need to complete a Certificate of Compliance if the Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Proposal. Failure to indicate in the Proposal that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.7. Legal Actions</p>	<p>Pass/Fail</p>

<p>The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to perform the activities contemplated by the Scope of Work and otherwise set out in this RFP. Such information should be submitted in the Corporate Overview Schedule.</p>	
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RATED INFORMATION	Scoring	Evaluation
Part A Corporate Overview		Available Points: [10]
<p>3.3.8. Corporate Overview</p> <p>Every proponent should complete the Corporate Overview Schedule.</p> <p>Proponents should provide a profile of the Proponent as indicated within the Corporate Overview Schedule indicating the years in business and of service and confirmation of Reliability Security Status for all members of the Team. Proponent must demonstrate that all team members have and will maintain reliability security status, a mandatory requirement, for the duration of the contract.</p>	10 Points	<p>The maximum number of points will be awarded to the Proponent who best demonstrates:</p> <ul style="list-style-type: none"> • A minimum of 5 years in business (one (1) point) • comparable experience (four (4) points) • Organizational Chart clearly outlining the Proponent and project team roles and responsibilities to achieve project objectives as set out in the Scope of Work Schedule (five (5) points) <p>Proponents must secure and maintain Reliability Security Status for the duration of the contract.</p>
Part B Scope of Work Capabilities and Related Matters		Available Points: [70]
<p>3.3.9. Scope of Work Capabilities</p> <p>The Proponent should review the Scope of Work and demonstrate its understanding of, and ability to perform, the activities contemplated therein. The Proponent should describe the approaches the Proponent proposes to take to meet the Scope of Work requirements.</p>	25 Points	<p>To achieve maximum points, the Proponent shall provide details of the its methodology and approach that will be implemented in order to complete the required Scope of Work outlined in Schedule 2.</p>

	<p>A potential twenty (20) points may be achieved by Proponents demonstrating a clear understanding of the project outcomes and a strategy/methodology for achieving them, including but not limited to the following:</p> <ul style="list-style-type: none">• A demonstrated understanding of the Scope of Work outlined in Schedule 2, including overall deliverables for each stage of the project (ten (10) points);• The role and function of the Proponent as project manager and technical advisor in completing project management services; utilizing project management systems; and required software deployed, strength and depth of resources within the firm (five (5) points),• Experience with development projects of similar complexity. Proponents must provide 3 project examples of similar master planning projects undertaken over the past 10 years (five (5) points). <p>Proponents can achieve an additional 5 points for presenting additional information in support of providing a clear understanding of how they will achieve project objectives.</p> <p>Proponents will be evaluated according to the nature of the project, the composition of the Personnel, the description of the projects and the projects relevance to the scope of this RFP.</p> <p><u>The Proponent's response should not exceed a maximum of ten (10) pages for this section.</u></p>
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<p>3.3.10. Proposed Work Plan and Timeframe</p> <p>The Proponent should provide a detailed work plan of the activities contemplated by the Scope of Work, a project schedule, including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool. The names of the individuals performing each task should be included and the proposed work plan should identify main project personnel committed to the project and who shall not be substituted or removed from the Personnel without prior written consent and approval by the Company.</p>	<p>25 Points</p>	<p>The maximum amount of points will be awarded to the Proponent who best outlines the following:</p> <ul style="list-style-type: none"> • Overall tasks, reports and deliverables that will be required for each stage of the project and illustrate the level of effort expected by the Company and PSPC; how they are reflected in a timeline, based on one's understanding of the project, experience with similarly scaled redevelopment projects and master planning projects with high security requirements. (five (5) points) • Capacity to comply with the guidelines and/or requirements of approval agencies/ stakeholders (for example, but not limited to the City of Ottawa or the National Capital Commission) with specific reference to the following: (ten (10) points) <ul style="list-style-type: none"> ○ contents of reports; ○ commitment to site investigations; ○ the preparation of drawings/reports, in English and French, required to satisfy all municipal, provincial and federal requirements. • Demonstrate the level of effort of all resources to complete the Scope of Work in multiple formats will achieve maximum points. (ten (10) points)
<p>3.3.11. WHMIS Training</p>	<p>Pass/ Fail</p>	<p>The Proponent must describe the Workplace Hazardous Materials Information System training that its</p>

<p>The Proponent should describe the Workplace Hazardous Materials Information System training that its personnel may have received in accordance with Applicable Laws.</p>		<p>personnel have received in accordance with Applicable Laws</p>
<p>3.3.12. Personnel</p> <p>The Proponent should submit information related to the qualifications and experience of key personnel, maximum of 10 team members, who will be assigned to perform activities contemplated by the Scope of Work, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 2.22 (Personal Information) before submitting any such personal information.</p>	<p>20 Points</p>	<p>The Proponent must submit information related to the qualifications and experience of personnel who will be assigned to perform activities contemplated by the Scope of Work, which may include one of the following for member of the Personnel: resume, documentation of accreditation, and/ or letter of reference.</p> <p>The maximum amount of points will be awarded to the Proponent who best demonstrates the following from their Personnel:</p> <ul style="list-style-type: none"> • Minimum of 7 years of experience for key personnel including: <ul style="list-style-type: none"> ○ resumes. ○ security clearance ○ area of expertise identified • Provide a breakdown outlining allocation of project personnel by discipline, level of effort including number of hours in a table format <ul style="list-style-type: none"> ○ brief description of their role and expected level of effort at each Stage (1 to 7) of the project ○ Proponents can list up to 3 personnel per discipline.

		<p>Maximum points can be achieved where the project managers, responsible for the progress of the project, have demonstrated experience with complex master planning exercise of a redevelopment project into a mixed-use community with exposure to the following issues: heritage preservation, environmental sustainability, accessibility and security</p> <p><u>The Proponent's response should not exceed a maximum of two pages per key personnel for evaluation purposes</u></p>
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Part C Form of Agreement	Available Points: Pass/Fail
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<p>3.3.13. Acceptance of the Form of Agreement</p> <p>If the Proponent objects to any clauses in the Form of Agreement Schedule, that Proponent must clearly identify in its proposal (i) any clauses in the Form of Agreement Schedule to which it objects, with an explanation as to the nature of the objection, and (ii) alternate clauses that would be acceptable.</p> <p>A Proponent who submits conditions, options, variations, or contingent statements to the terms set out in the Form of Agreement, either as part of its Proposal or after receiving notice of selection, not acceptable by the Company, may be disqualified.</p> <p>The Proponent should not submit its own Form of Agreement or terms and conditions as part of its Proposal, but only the modifications, variations or alterations the Proponent would like.</p> <p>The Company is not required to negotiate the Form of Agreement Schedule, or to agree to any changes to the Form of Agreement put forward by any Proponent.</p>	<p>Pass/Fail</p>	<p>Proponents that indicate that they have no proposed changes to the Form of Agreement Schedule will pass. Proponents who propose changes to the Form of Agreement Schedule will fail.</p>
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<p>3.3.14. Pricing</p> <p>Pricing is to be set out in a completed version of the Pricing Schedule. Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower score (or a zero score), as deviations may render it difficult for the Company to evaluate Proponent’s pricing relative to each other and to the Company’s needs.</p> <p>The Proponent is to prepare its Proposal with reference to all of the provisions of the Form of Agreement Schedule, and to factor all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed pricing.</p>	<p>10 Points</p>	<p>Each Proponent will receive a percentage of the total possible points allocated to price by dividing the lowest bid price under this RFP by that Proponent’s price. For example, if the lowest bid price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points ($120/120 = 100\%$). A Proponent who bids \$150.00 will receive 80% of the possible points ($120/150 = 80\%$) and a Proponent who bids \$240.00 will receive 50% of the possible points ($120/240 = 50\%$).</p> $\frac{\text{Lowest Price}}{\text{2nd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 2nd lowest Price}$ $\frac{\text{Lowest Price}}{\text{3rd lowest Price}} \times \text{Total available points} = \text{Score for Proposal with 3rd lowest Price}$
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3.4. Oral Presentation

Only up to the four (4) Proponents with the highest ranked Proposals from Stage II will be invited to participate in the oral presentation stage

The purpose of the oral presentation will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent’s proposed Personnel. In advance of the oral presentation , each Proponent invited to make a presentation will be provided with an agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the oral presentation and/or site visit stage. The oral presentation will be used to validate and, if required, to make final adjustments to the evaluation results of the written Proposal. In addition, the oral presentation and/or site visit will be evaluated on the basis of the following framework:

Oral Presentation	
1	Demonstration of Proponent commitment to the Company
2	Response to pre-defined questions developed from all Proposals
3	Response to specific Proponent pre-defined questions developed from its Proposal
4	Demonstrated credibility in Proponent's ability to effectively perform the activities contemplated by the Scope of Work in a way that meets or exceeds the needs of the Company within the required delivery time.

In light of the current Covid-19 pandemic, the oral presentation will not be done in person. The invited Proponents shall be required to give their presentation via Skype for Business or any similar online platform to which the Company may agree, in its absolute discretion.

3.5. Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent, including references for subconsultants, in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team. If the Company is not satisfied with the Reference verification for any reason including but not limited to references deemed not appropriate or relevant to the Scope of Work, the Company reserves the right to disqualify the Preferred Proponent and move to the next highest ranked Proponent for the Reference Verification stage.

3.6. Tie Break Process

Where two or more Proposals achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

3.7. Preferred Proponent

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent and provide the Preferred Proponent with the Agreement for execution.

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)).

For certainty, the Company makes no commitment to the Preferred Proponent that the Company will execute the Agreement.

Schedule 1 CONTEXT AND BACKGROUND

Overview

The Government of Canada expects the Company to be innovative in its business operations developing surplus federal properties to create community and financial value. More recently, the Government has asked the Company to take on innovative projects in collaboration with Public Services and Procurement Canada (PSPC) to address under-utilized and obsolete federal assets. The two organizations, reporting to the same Minister, are undertaking a series of collaboration projects focusing on the redevelopment of existing federal office campuses in the National Capital region into sustainable mixed use live-work-play communities.

PSPC is the common service provider of office space for the federal government. As part of its vision to transform the office portfolio in support of a modern, agile and innovative and digitally capable public service, PSPC is setting out to modernize the workplaces for federal employees. Its portfolio plan sets objectives for improved utilization and condition of federal office space, at the same time as significant footprint reductions. This portfolio vision also includes a road map for meeting the Government's objectives for green government operations where several key elements include moving towards carbon neutral buildings, climate change and resiliency, sustainable design, and conforming to sustainability guidelines. The PSPC portfolio plan also aims to achieve important socio-economic objectives aligned with the Government's agenda such as contributing to affordable housing, partnering with Indigenous groups, and promoting diversity.

In this context, PSPC's portfolio plan has identified the Confederation Heights as under-utilized. Less than half of the buildable land at this site is needed for program purposes, and it has significant potential for residential, commercial retail and institutional development, which makes it suitable for redevelopment as mixed-use community at the same time as modernizing the federal office portfolio. The collaboration approach intends to use the capabilities and expertise of the two organizations together to achieve efficiencies in the development of this site.

Foreword

The Company and PSPC are partnering in soliciting proposals from Proponents to provide land use planning and implementation advisory services for the preparation of a Master Plan for the federally owned Confederation Heights campus lands located in Ottawa, Ontario. The Company will however be the lead in the development of the Master Plan working in close collaboration with PSPC. The Company and PSPC desire land development, urban design and infrastructure implementation planning services for the preparation of a Master Plan report that will identify future land uses and establish urban and architectural design principles to guide future development and divestiture of the lands at the Confederation Heights campus. The Master Plan is to examine mixed-use development including federal office and is to align with the objectives established by the Company and PSPC and in keeping with the City of Ottawa local land use plans and planning policies.

A Strategic Implementation and Phasing Plan is also required that will include more detailed due diligence to enable redevelopment activities as envisioned under the Master Plan. The Strategic Implementation and Phasing Plan will include due diligence activities for infrastructure servicing,

transportation and road work, parking, sustainability, heritage, urban design guidelines and landscaping guidelines.

The Confederation Heights campus is a federally owned property primarily under the administration of PSPC in the City of Ottawa that is comprised of approximately 57.7 hectares, segregated by municipal road infrastructure. The Confederation Heights campus is a major federal government employment node given its strategic location near the City of Ottawa Light Rail Transit and with sixteen (16) buildings presently housing various federal departments and agencies. The Confederation Heights Master Plan report will be developed in consultation with the National Capital Commission (NCC) which is the federal approval authority, Indigenous partners, Federal Government Department owners (PSPC, Canada Post Corporation and Health Canada), the City of Ottawa, and the public. The Master Plan report will guide the development of the campus into a sustainable, transit-oriented urban mixed-use community and federal employment node over the next 25 years.

There are two major components that define the project objectives and work to be accomplished by the Proponent and associated Personnel:

- Confederation Heights Master Plan, and
- and the Confederation Heights Strategic Implementation Phasing Plan.

The successful Proponent will be responsible as the Proponent in managing the Personnel to successfully complete the Scope of Work outlined below and achieve the project objectives and overall deliverables for each stage of the project in coordinating with the Company in achieving master planning objectives for the project.

Background

Site Description

Confederation Heights is located approximately 5 kilometres south of the City of Ottawa's downtown core and is 4.5 kilometres north of the Macdonald-Cartier International Airport.

The northern edge of the site is defined by Riverside Drive and the parklands of the Rideau River. The southern edge of the site is defined by Hog's Back Road/Brookfield Road. To the east, the site is defined by Airport Parkway and Data Centre Road. To the west, the site is defined by the Rideau River and its abutting parkland.

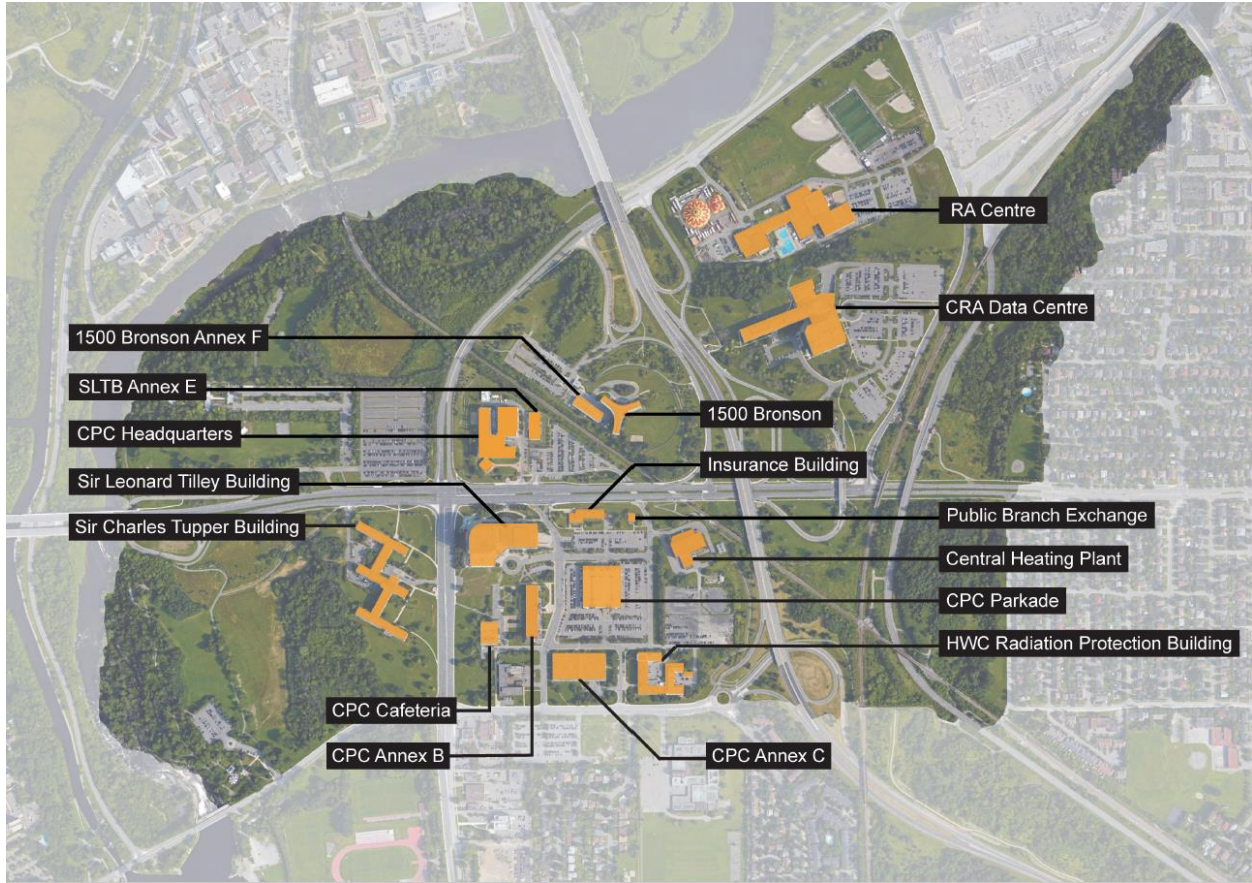


Figure 1: Confederation Heights Existing Buildings

- Clarke Memorial Centre - RA Centre
- 875 Heron Rd - Canada Revenue Agency
- 1500 Bronson Ave – Former CBC Building
- 1500 Bronson Ave – Sir Leonard Tilley Building Annex F
- 719 Heron Rd – Sir Leonard Tilley Building Annex E
- 719 Heron Rd – Sir Leonard Tilley Building
- 2720 Riverside Dr - Sir Charles Tupper Building
- 2701 Riverside Dr – Canada Post Headquarters
- 720 Heron Rd – Canada Post Annex B
- 2701 Riverside Dr – Canada Post Cafeteria
- 855 Brookfield Rd – Canada Post Annex C
- 2701 Riverside Dr – Canada Post Parkade
- 501 Heron Rd – Insurance Building
- 770 Heron Rd – Public Branch Exchange
- 790 Heron Rd – Central Heating and Cooling Plant (CHCP)
- 775 Brookfield Rd –Radiation Protection Lab

Confederation Heights remains largely unchanged since the 1960s. It was originally envisioned within the Jacques Gréber's 1950 Plan for the National Capital as an employment campus in a park-like setting. The site is currently an auto-dependent, low-density federal employment centre with large tracts of surface parking lots, open space, and irregular road networks. The site contains 16 buildings (as identified in Figure 1) and are primarily used for federal office space. Federal heritage buildings on the site include Edward Drake Building - 1500 Bronson (Classified), as well as the Sir Leonard Tilley Building (Recognized) and the Sir Charles Tupper Building (Recognized). Three major arterial roads divide the site: Bronson Avenue, Heron Road, and Riverside Drive. It is deemed that Confederation Heights is currently underutilized.

All of the Confederation Heights lands are federally owned. PSPC and Canada Post Corporation hold much of the development area, with a smaller parcel owned by Health Canada. The NCC and Parks Canada own the Rideau River-related parklands.

Within Confederation Heights, onsite water, storm and sanitary services are federally owned. The Confederation Heights Central Heating and Cooling Plant (CHCP), under the administration of PSPC, currently provides high pressure steam and chilled water to buildings on site. Management of the CHCP is provided by Energy Services Acquisition Program (ESAP) and is being provided by a third-party service provider on behalf of the Government of Canada. The following utilities are also present on site, but are owned by the utility companies: Enbridge, Hydro Ottawa and communication cabling with varying ownerships.

The land ownership of Confederation Heights is identified in Figure 2.

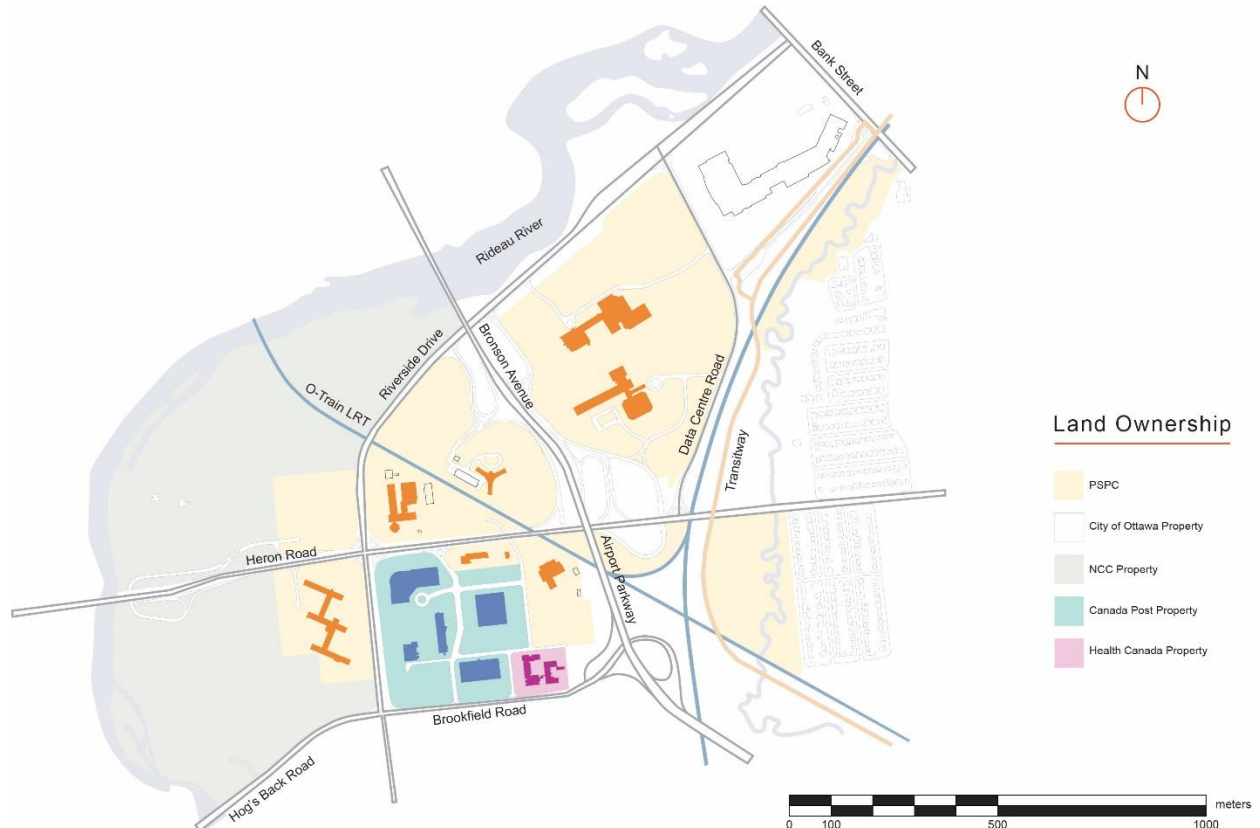


Figure 2: Confederation Heights Land Ownership Inventory

Planning Context

The National Capital Commission's Plan for Canada's Capital:

The NCC's Plan for Canada's Capital 2017-2067 designates the land as a Federal Employment Node and provides several policy directions that apply to federal office accommodation and more particularly for federal office campuses within the National Capital Region to respond to the changing needs of the urban region.

The NCC's Confederation Heights Sector Plan, prepared in 2000, designates the campus as a Primary Employment Centre and provides more detailed federal policy context for the lands at Confederation Heights.

PSPC and the NCC will continue to encourage the location of offices near transit stations and in support of active mobility. In collaboration with the City of Ottawa both organizations will ensure that federal sites become better integrated with their surrounding context and more closely linked to the urban fabric of the community. As demonstrated in the recent redevelopment plans for Tunney's Pasture, some federal sites offer opportunities to adopt a mixed-use, compact development model that can improve sustainable transportation modes and the shared use of public spaces. Future generations of intensification projects for federal office campuses will provide for more integrated mix of land uses.

The City of Ottawa Official Plan and Zoning By-law Designations:

Confederation Heights is a Federal Employment Node and carries the Mixed-Use Centre designation in the City of Ottawa's Official Plan. The Mixed-Use Centre designation applies to areas that have been identified as strategic locations on the rapid-transit network and lie adjacent to major roads. Mixed-Use Centres constitute a critical element in the City's growth management strategy, being areas with high potential to achieve compact and mixed-use development.

Mixed-Use Centres will ultimately develop as "good places" as components of complete neighbourhoods. They should contain development that is both locally and regionally oriented. Where a concentration of single-use activity occurs, the interface with the surrounding community should be improved through such means as the addition of community-serving uses and improved physical linkages. Transforming Confederation Heights from a single use federal employment node into a Mixed-Use Centre as envisioned in the City's Official Plan is further recognized in the implementing Zoning Bylaw as a Mixed-Use Centre.

Schedule 2 Scope of Work

Project Description and Objectives

The Company and PSPC require the Proponent to act as “Lead Consultant”, meaning a consultant that will assemble, retain and direct the work of the Personnel and is the main point of contact between the Company and Personnel for delivering services related to master planning for the project for the Project to compile and direct the Personnel to prepare the following:

- Comprehensive Master Plan to guide the redevelopment of the 57-hectare Confederation Heights campus, and
- Strategic Implementation Phasing Plan.

The timing and staging for the Project are set out further below in this Schedule.

Background and context for the Project is included in Schedule 1 of this Request for Proposals. What’s more, the Proponent will be required to perform the work set out in this Schedule 1 according to the security requirements set out in Schedule 14. Any cadastral work must be done according to the requirements set out in Schedule 15.

The Master Plan will transform this single use federal employment node into an integrated and mixed-use community. The Master Plan for Confederation Heights must support the needs of the federal government for federal office accommodation and must also integrate the new neighbourhood within the greater urban community context to be achieved through innovative and creative design solutions and through the creation of implementing urban design guidelines for the new development.

Prepared in close consultation with PSPC, City of Ottawa, Canada Post Corporation, Health Canada, the National Capital Commission (“NCC”) and other stakeholders, the Master Plan will include a comprehensive development strategy that defines the vision, principles, objectives and policy direction for the site. Development planning and urban design principles and guidelines will be developed with respect to land use, circulation, built form, open space, heritage, and environment and servicing/utilities. Development options will be generated and evaluated, leading to the selection of a preferred option for the future development and phasing of the site.

This Master Plan will direct the re-development of Confederation Heights as mixed-use transit-oriented community complete with a new residential, open spaces and pedestrian connections and retail uses within a reimagined federal office node to be developed over the next 25 years

As this is a complex project, this Scope of Work will be detailed in the following manner:

1. Objectives;
2. Communications Protocol;
3. Project Stages;
4. Project Deliverables by Stage; and,
5. Proponent Roles and Responsibilities.

1. SPECIFIC MASTER PLAN OBJECTIVES

In developing the Master Plan, the Proponent will be required to address the following objectives:

Planning and Design Context Objectives

Prepare a Master Plan that:

- is flexible enough to meet evolving accommodation requirement of the federal government
- provides for a mix of land uses, including office, retail/ service commercial, residential, institutional, community recreation and open space
- creates a site that is safe, with an efficient organization of connectivity between buildings and services, which will allow for easy and convenient walkability and encourages a greater use of public transit and cycling for daily transportation
- promotes a high quality, healthy work environment that fully supports optimum work productivity
- promotes sustainable development
- is universally accessible
- enhances the interface with surrounding communities
- seeks opportunities to enhance existing natural habitats and investigate opportunities to create new habitat features within the Campus
- considers the principles of the Greber Plan

Project Delivery Objectives

While preparing and implementing the Master Plan the Proponent shall ensure:

- A cohesive functional partnership and open communication between all members of the Personnel and stakeholders throughout all phases of development in both official languages.
- Timely response to resolving issues as they arise.
- Success in satisfying, and where possible, exceeding the expectations and needs of PSPC, their clients and stakeholders.
- The continuity of key Personnel working in a dedicated team throughout all phases of the development of the Master plan and Implementation plan.

Urban Design Objectives

The Master Plan shall ensure that

- All design elements, planning, architectural, engineering and landscaping for the federal lands/buildings be fully coordinated and consistent in adherence to the PSPC Technical Reference for Office Building Design Standard and excellence in planning and design.
- The site be designed in an environmentally responsible manner.
- The character, massing and scale, of this project should be compatible with its surrounding context.

- The site will include opportunities for commemoration of the recent federal office history along with the First Nation Presence in the Ottawa Valley, the Francophonie and local history

Sustainable Development Objectives

Sustainable development objectives must be addressed throughout the evolution of the project. Sustainable development is defined in broad terms as a strategy that routinely and consistently includes the consideration of the environmental, economic and societal features.

PSPC must ensure that every project it undertakes conforms to applicable Departmental and Government-wide sustainability priorities. Numerous opportunities exist to achieve sustainability in the preparation of a master plan, such as promoting transit use through appropriate parking strategies, improved pedestrian connections and siting buildings near the transitway stations. In addition, the master plan should deal with the broad application of sustainable urban design as well as specific detailing of microclimate, water management, natural habitat and storm water capture and reuse.

Various sustainability deliverables are included in this request for proposals that will address whole-of-site goals and that will inform servicing, road cross-sections, landscaping, open space design in Confederation Heights. This includes the development of a Sustainability, Accessibility and Energy Efficiency Toolkit that will detail sustainability guidelines and assess the sustainability of the options being developed under the Master Plan.

Land Use Objectives

Confederation Heights has a continuing role as a major federal employment node in the National Capital Area (NCA), as captured in the NCA Office Portfolio Plan. The Portfolio Plan sees a continued federal presence at Confederation Heights in renovated space in three existing buildings, namely 1500 Bronson Avenue (Former CBC Headquarters / Edward Drake Building), 719 Heron Road (Sir Leonard Tilley Building – Wing C) and 875 Heron Road (Canada Revenue Agency’s Ottawa Technology Centre). The Master Plan for Confederation Heights must identify locations for new federal office accommodation and examine how to integrate these uses into a new mixed-use community with a variety of residential uses supported by new commercial, institutional and retail spaces.

Heritage Objectives

In addition to the new construction, the Master Plan must provide consideration for the Federal Heritage Building Review Office assessment of the buildings on the campus. At a federal level, the mandate for heritage conservation is provided by the Treasury Board (TB) Policy on the Management of Real Property. A review of the building condition reports, and lifecycle portfolio plans should be analyzed together with the heritage character statements to fully understand how the buildings or heritage themes will be integrated in the deliverables.

The FHBRO designated buildings are:

- Edward Drake Building: 1500 Bronson, Designation – Classified
- Sir Leonard Tilley Building: 719 Heron Road, Designation – Recognized

- Sir Charles Tupper Building: 2250 Riverside Drive, Designation – Recognized

Guiding Principles

The Master Plan shall consider the following guiding principles, prepared by PSPC through an internal visioning exercise and agreed to by the Company, as an input into the development of the options for the site:

- Create the Workplace of Tomorrow that is flexible and efficient; digital, inclusive, healthy, collaborative, green
- Go Green – carbon footprint reduction, sustainable sites and buildings, adaptive reuse, reducing/reuse/recycling, climate change resiliency/district energy
- Active Mobility – accessibility for all, six-minute walk to Transit, 4 season walkability, increased cycling infrastructure, strengthen connectivity, human scale-built form
- A healthy vibrant community – a work life balance, integration into the City, diverse and inclusive amenities, active and animated, employee wellness
- Create a new sense of place – engage with nature, inclusiveness, multi-generational and design excellence
- Build on the natural and cultural history – enhance natural environment, adaptive reuse of heritage buildings, connect to surroundings, create strong links, gateway to the City

2.. STRATEGIC IMPLEMENTATION AND PHASING PLAN

The purpose of the Strategic Implementation and Phasing Plan is to provide further guidance on the infrastructure development requirements and phasing, land delineation for municipal roads/ services/ cross-sections, and surplus lands for disposal based on the outcome of the Master Plan land uses and program objectives.

The Implementation Plan provides more detailed identification of road requirements and parcel identification to allow for divestiture and implementation of infrastructure works and development projects. The Phasing Plan would define the strategy, approach and sequencing for infrastructure upgrades, decommissioning, and infrastructure integration for the campus that would meet with municipal requirements and align with the Master Plan.

This stage will require further analysis of required infrastructure works (and upgrades to existing services) based on the assessment of existing services, noise and vibration study, master servicing (storm, sanitary, water, gas, utilities, IT) that will integrate the following areas to guide development parcels and lands that can be divested for municipal rights-of-ways and other mixed uses:

- Integration and expansion of servicing and infrastructure;
- Integration with the district energy network;
- Upgrades and modifications to the transportation network (roads, parking, public transportation, pedestrian access, cycling infrastructure, etc.);
- Sustainability strategy to inform servicing, road cross-sections, and open space design;
- Landscape Design Guidelines

3. COMMUNICATIONS PROTOCOL.

Confederation Heights will continue to be an important employment node for the federal Public Service. As such, the development of the Master Plan must integrate PSPC-CLC Collaboration's reporting structure. Under the direction of the Company, the Proponent must be prepared to meet with and respond to NCC, Canada Post Corporation and Health Canada, as part of the planning process. The reporting relationship implemented through this process may follow this general format as demonstrated below Figure 1. The Proponent and the Personnel will be required to submit reports, make presentations and respond to inquiries throughout the process.

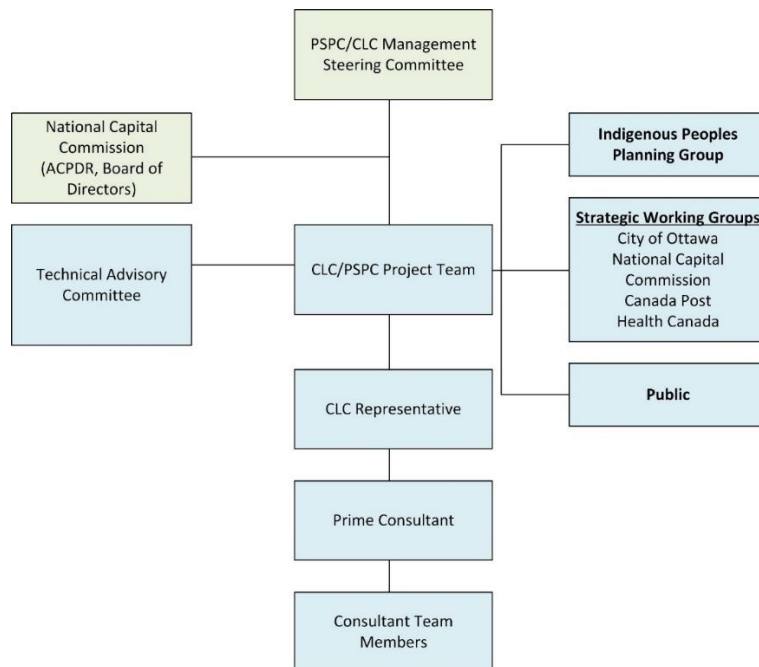


Figure 1- Illustration of Reporting Structure

4. STAGES OF PROJECT

The stages of the Project outlined below provide the anticipated project timing for each stage.

Stages of Project	Anticipated Schedule (in consecutive months from date of contract signature)
Stage One – Project Initiation and Review	3
Stage Two – Project Analysis	5
Stage Three – Options Development	9
Stage Four – Draft Master Plan	4
Stage Five – Final Master Plan	3
Subtotal	24
Stage Six - Strategic Implementation and Phasing Plan	6
Stage Seven – Municipal Requirements	12
Total project timeline	42

5. PROJECT DELIVERABLES BY STAGE

Outlined below is a breakdown each stage of the project, associated tasks and deliverables.

All reports and presentations referenced herein shall be provided and presented to the Company in English and French.

Stage One: Project Review

The deliverables for Stage One include the completion of the following tasks:

- Conduct a site inspection with the Personnel;

- Conduct a review of all relevant reports and studies and produce a report which identifies information, gaps and preliminary issues to the Company to be addressed and incorporated into the work plan for the project.
- Revise the proposed work plan submitted with the RFP for acceptance and approval of the Company.
- Prepare and submit for review a list of all required plans or surveys required to complete the Project including documents as per Schedule 15.
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Two: Project Analysis

The deliverables for Stage Two include the completion of the following tasks:

- Conduct a Security Workshop and the completion of an Analysis Report to establish guiding principles and security requirements for potential security clients on site and to inform the options development and the urban design guidelines and streetscape / landscape guidelines.
- Prepare a Comprehensive Project Analysis Report considering Policy Review, Building Conditions Analysis, Natural Systems Environmental Constraints Review, Sustainability Accessibility & Energy Efficiency Toolkit, Environmental Site Assessments of all relevant site information and relying on current regulations. Building conditions and existing conditions, federal and municipal policy and a Strength, Weaknesses, Opportunities and Challenges (SWOC) analysis must be included as part of a report.
- Prepare a Market Analysis Report to determine the demand for the various land uses that can be supported on the site.
- Conduct and Lead Visioning and Guiding Principles Workshops and prepare a final vision.
- Prepare a Comprehensive Project Analysis Report incorporating the final vision and guiding principles developed over this stage.
- Prepare a Cultural Heritage Assessment and Preliminary Archeological Resource Study
- Prepare and submit a Risk and Mitigation plan.
- Prepare a views impact analysis study
- Prepare a solar orientation and shading study
- Prepare resiliency and climate benefits study
- Prepare and submit for review all required plans or surveys as per Schedule 15.
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Three: Options Development

The deliverables for Stage Three include the completion of the following tasks:

- Develop a minimum of three (3) distinct urban design/planning options to reflect the Vision and Guiding Principles including: land use including intensity of development, urban design, landscape design, accessibility, transportation and transit, servicing, environment, heritage, sustainability, recreation and open space. The status quo is not to be considered as an option.

- Complete Community Servicing Impact Study, complete with a natural systems impact analysis, capacity analysis and identification of all infrastructure upgrades required for each option as an input to the development of the options. Included in this study should be the examination of the potential transfer of infrastructure services to the municipality, access easements and utility requirements.
- Conduct a Community Transportation Impact Study including a Parking Strategy, including traffic simulations for each of the options developed. As part of the Community Transportation Impact Study and the development of options, additions to the existing road and pedestrian network should be discussed and considered as viable by the City of Ottawa
- Prepare an archaeological assessment
- Prepare a Sustainability Compliance Report on the Option.
- Prepare a Site Heritage Assessment Report on the Options.
- Identify the pros and cons for each of the options identified.
- Prepare a Rough Order of Magnitude Cost Analysis of Options and for all infrastructure improvements required to accommodate development envisaged in the options.
- Prepare aerial perspectives, 3-D massing models, site slides and photographs for each of the options.
- Test the options against the Vision and Guiding Principles.
- Prepare a Consultation Summary Report of comments and recommendations received during the consultation process.
- Prepare and submit for review all required plans or surveys as per Schedule 15.
- Prepare a Comprehensive Development Options Report including a Recommended Preferred Option that will include:
 - an executive summary that will provide a précis of the Comprehensive Development Options Report and outline any recommendations requiring PSPC approval
 - concept plans of each option including description and evaluation
 - Class D Cost Estimate for infrastructure improvements, on site and off site, for the preferred option
 - aerial perspectives of each option and analytical data (e.g. area calculations, etc.)
 - comparison of options and a recommended preferred option
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Four: Draft Master Plan

The deliverables for Stage Four include the completion of the following tasks:

- Development policies and guidelines with respect to land use including intensity of development, urban design including street and landscape, transportation and transit, servicing, natural systems, natural heritage, built heritage, species at risks, environment management/stewardship, energy efficiency/sustainability, accessibility, public and private recreation and open space.
- Demonstration plans with relevant analytical data.
- Aerial perspectives of the preferred option, 3-D massing model/drawings, video perspective and photographs.
- A demonstration 3-D video of the preferred option.
- Full risk analysis of preferred development option.

- Implementation and phasing strategy.
- Order of magnitude cost analysis for infrastructure improvements as associated with site servicing, roadway improvements, heritage preservation and environmental protection/mitigation/remediation as required to accommodate the development as envisaged by the Draft Master Plan.
- An executive summary that provides a précis of the Draft Master Plan and outlines any recommendations.
- Prepare and submit for review all required plans or surveys as per Schedule 15.
- Prepare a Consultation Report of comments and recommendations received during the consultation process.
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Five: Final Master Plan

The deliverables for Stage Five include the completion of the following tasks:

- Prepare and submit Final Master Plan to obtain all necessary approvals including NCC Board of Directors.
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Six: Strategic Implementation and Phasing Plan

The deliverables for Stage Six include the completion of the following tasks:

- Prepare and submit a Strategic Implementation and Phasing Plan. The purpose of this plan is to provide direction on short and long-term development and infrastructure requirements to guide future investment and divestiture decisions for the entire campus and ensure coordinated development and divestiture of lands at Confederation Heights.
 - Prepare and submit for review all required plans or surveys as per Schedule 15.
 - Develop 3 distinct options of phasing for the campus, identifying PSPC's phase 1 building location as well as a divestiture strategy for the entire campus.
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Seven: Municipal Requirements

The deliverables for Stage Seven include the completion of the following tasks:

- preparation and submission of applications to amend the City of Ottawa’s Official Plan and Zoning Bylaw, Secondary Plan, Community Design Plan as required to implement the Master Plan.
- preparation of rationales and preliminary reports to obtain approvals from the NCC, Parks Canada, Ministry of Environment, Conservation and Parks, Ministry of Natural Resources, the Conservation Authorities and City of Ottawa to support an Official Plan Amendment, Secondary Plan, Community Design Plan and Zoning Bylaw Amendment
- Complete any additional tasks associated to achieve project objectives for this stage of work.

When submitting deliverables for submission, presentation or approval the Proponent must do so according to the following Matrix illustrated in Figure 2

Authority	Stage One- Project Review			Stage Two- Project Analysis			Stage Three- Options Development			Stage Four- Draft Master Plan			Stage Five- Final Master Plan			Stage Six- Strategic Implementat ion and Phasing Plan			Stage Seven- Municipal Requirements			
	S	P	A	S	P	A	S	P	A	S	P	A	S	P	A	S	P	A	S	P	A	
S-Submission P-Presentation A-Approval																						
CLC/PSPC	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
CLC/PSPC Project Team	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
PSPC/CLC Management Steering Committee	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
NCC (ACPDR, Board of Directors)	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
Indigenous People Planning Group	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
Strategic Working Group	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
Technical Advisory Committee	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ		Δ	Δ		Δ	Δ		Δ	Δ				
Public		Δ			Δ			Δ	Δ			Δ	Δ		Δ	Δ		Δ				

Figure 2 - Master Plan Summary Chart for Submissions, Presentations and Approvals Matrix

PROPONENT'S RESPONSIBILITIES

Master Plan Development

The Proponent will work with the Company to develop a Master Plan including all supporting documentation typically included in a Master Plan. The Proponent will compile a Personnel of professionals to complete the background analysis necessary to obtain the approvals from all appropriate authorities.

The Proponent will be expected to stay up to date on project daily events and coordinate all facets of the project, including the work of all members of the multi-disciplinary consulting firms on their Personnel, ensure ongoing awareness of the project's advancement. The Proponent will be required to attend and/or lead and facilitate the internal Personnel meetings with the Company as well as external meetings with key stakeholders, such as the City of Ottawa, NCC, Canada Post Corporation, Health Canada, the Conservation Authorities, and the public.

Biweekly meetings with the Company will provide the Proponent the opportunity to report on the progress of the project, seek additional direction and confirm project mandate. While in-person meetings are ideal for a project with this level of scope and complexity, the appropriate format for meetings will be decided in keeping with current public health advice.

The Proponent will join meetings with the Company, PSPC, Technical Advisory Committee, Strategic Working Groups, Indigenous Peoples Planning Group and the NCC. Given the complexity of the property and the redevelopment, the Proponent will be required to record all discussions of the collaborative teams, attend/lead all meetings and monitor the progress of project. Meeting minutes, tasks list and a detailed schedule must be prepared and issued regularly to the Company and the PSPC through the office of the Proponent.

In undertaking the Project, the Proponent will:

- complete background research of municipal land use policies, environmental condition of the property, site specific reports and Federal Government policies, programs or reports relevant to land development, office accommodation, energy efficiency and sustainability, affordable housing, accessibility and all relevant real property policies of the Federal Mandate
- conduct a visioning exercise with the Company, PSPC and the NCC to establish design and development parameters to drive the options for the master plan
- recommend a minimum of 3 distinct conceptual development options for the entire site incorporating aspects of the analysis and background research developed
- make presentations to and obtain acceptance of site development options for entire site from the NCC, PSPC and the Company prior to public outreach and external stakeholder engagement

- present the development options, federal office accommodations requirements and vision statement to the public and other stakeholders
- seek input from the public, First Nation communities and other stakeholders regarding the future of Confederation Heights, the development options and vision for the campus
- coordinate public events/outreach/engagement
- make presentations to the public, committees, City of Ottawa, Indigenous groups, NCC, the Company, PSPC and others as required
- Complete any additional tasks associated to achieve project objectives for this stage of work.

To provide additional clarity of the Scope of Work and the expectation of the Company and PSPC, the Proponent's responsibilities are described below as four separate tasks. These tasks describe the Consultant's role, areas of expertise and the Company/PSPC expectations for the project.

These tasks should be complements to the Scope of Work and should be read or considered in that context.

Reporting to the Company, the Proponent will assume several responsibilities through the Master Plan Development Stages and the Strategic Implementation and Phasing Plan (1 to 6) and the Municipal Requirements (Stage7) within the following broad roles:

- **Team Leader,**
- **Project Administrator**
- **Professional Planner**
- **Public Consultation and Strategic Advisor**
- **Accessibility Consultant**
- **Wayfinding Consultant**
- **Material handling Consultant**

The Company requests that proposals identify dedicated personnel/firms committed to assist the Proponent perform their responsibilities for each of these seven roles for the duration of the project.

The Proponent and/or its Personnel must be capable of providing the following disciplines throughout the Project:

- Urban Design
- Urban Planning
- Architecture
- Municipal (Civil) Engineering Scheduling – Land Development/Construction
- Structural Engineering
- Bridge Engineering
- Transportation Engineering (including Cycling/Pedestrian network designers)
- Archaeology/Cultural Heritage Planning
- Cost Estimating – Land Development/Construction
- Energy Efficiency/ Sustainability Consultant
- Environmental Engineering
- Geotechnical Engineering (Soil Analysis & Environmental Site Assessment)
- Heritage Planning
- Landscape Architecture
- Market Analysis
- Security

Role as Team Leader

The Proponent will be the project's Team Leader, solely responsible for its day-to-day activities and for managing a multi-disciplinary team retained to develop the Master Plan and obtain municipal approvals.

As Team Leader for Master Plan and Implementation Plan, the Proponent will be responsible for ensuring that any and all studies that may be required are completed in accordance with the stated requirements, guidelines and legislation. The Proponent will be responsible for identifying the necessary approvals and retaining the technical expertise required to fulfill the Municipal Requirements referenced in this assignment.

It is expected that the Proponent will retain the professional services required to complete the following Municipal Applications outlined in Stage 7:

- Official Plan Amendment
- Secondary Plan Amendment
- Community Design Plan
- Zoning Bylaw Amendment Approval

The Proponent will prepare and manage the project strategy and schedule in consultation with the Company through Stages 1 to 7.

While not an exhaustive list, the Proponent, as Team Leader, shall be responsible for the following:

Stages One to Six – Master Plan Development and Strategic Implementation and Phasing Plan

- Manage all necessary sub-consultants to prepare reports and/or analysis for the Company for which approvals must be obtained for the Master Plan development.
- Be responsible for leading all meetings including the preparation of all presentation materials, development of meeting agendas and the preparation and distribution of meeting minutes for all work.
- Lead biweekly progress meetings with the Company and PSPC including the preparation of all material, development of meeting agendas and meeting minutes.
- Ensure that the conclusions and recommendations of the various disciplines are integrated into the detailed design of the site.
- Be responsible for working together with the Company in resolving any problems associated with the project, identifying and addressing issues, balancing competing objectives that may come to light through site investigations, technical study preparation, the technical design studies, Personnel discussions, or during the stakeholder and public review processes.
- Obtain approvals from PSPC, the Company and ACPDR for the Master Plan and Strategic Implementation and Phasing Plan for Confederation Heights.

Stage Seven – Municipal Requirements

- Provide ongoing strategic advice to the Company based on familiarity and experience with Master Plans, Official Plan Amendments, subdivision and direction for future site servicing and subdivision registration.
- Obtain approvals from the NCC, Parks Canada, Ministry of Climate Change and Energy, Ministry of Natural Resources, the Conservation Authorities and City of Ottawa of an Official Plan Amendment, Secondary Plan, Community Design Plan Zoning Bylaw Amendment, to implement the Master Plan and Strategic Implementation Phasing Plan prepared through Stages 1 to 6.

Role as Project Administrator

In maintaining the public record for the project, the Proponent will have responsibilities related to the administration of the project and shall direct and manage the services of all sub-consultants. The administrative responsibilities include the following through the Master Plan Development Stage (Stages 1 to 6) and the Municipal Requirement Stage (Stage 7):

Stages One to Six – Master Plan Development and Strategic Implementation and Phasing Plan

- Prepare, coordinate and submit all background/existing condition reports, draft reports, applications, technical reports and other supporting reports and drawings required for approvals (See Schedule 15).
- Ensure that the Company and PSPC have a complete official record of the process and related approvals, in paper and electronic form, including copies of applications/submissions; technical reports; records of public consultations and officials' correspondence/ comments.
- Assist the Company in preparing presentations and other reports required for senior management and Board, as required.

Stage Seven – Municipal Requirements

- Obtain NCC, Park Canada, City of Ottawa, Provincial Ministries, Conservation Authorities and any Agency approvals and disseminate information. Prepare and/or secure documentation that completes the approval process, including any required Official Plan amendments, Community Design Plans, by-laws and/or by-law amendments.
- Ensure that the Company has a complete official record of the process and related approvals, in paper and electronic form, including copies of applications/submissions; technical reports; records of public consultations and officials' correspondence/ comments.
- Assist the Company in preparing presentations and other reports required for senior management and Board, as required.

Role as Professional Planner/Technical Advisor

The Proponent will ensure that, in its role as the Professional Planner and Technical Advisor, the key elements of the project as reflected in the PSPC guiding principles, the background research and community input are incorporated into the Master Plan that is sustainable, marketable and provides long term community benefits.

To complete this assignment, the following planning related tasks are required through the Stages of the project:

Stages One to Six – Master Plan Development and Strategic Implementation and Phasing Plan

- Prepare an assessment of the planning policies and guidelines applicable to Confederation Heights.
- Identify Existing Conditions and Gap Analysis, including the following: –
 - Planning Rationale, Servicing Brief (including a preliminary stormwater management, sanitary capacity analysis, cost estimates and drainage study),
 - Transportation and Transit Analysis,
 - Environmental Impact Study (shall include but not limited to the following: species-at-risk, analysis, ecological characterization, tree inventory and identification of invasive species, migratory bird inventory, and surveys for bats and birds/ archaeological assessment.),
 - Topographic Survey,
 - Building Condition Reports,
 - Cultural Heritage Assessment (including a preliminary archaeological assessment – Stage 1 Report)
 - Sustainability and Energy Efficiency Analysis including a review of existing policies applicable to Confederation Heights,
- Create an Internal Master Public Consultation and Engagement Program – this shall include a schedule, outreach tools, reporting documents, surveys for internal presentations and workshops.
- Working with the Communication Teams of PSPC and the Company, create an external Master Public Consultation and Engagement Program that shall include social media, and alternative public engagement activities through the Master Plan Development Process. The goal of the Public Engagement program will be to maximize the involvement of communities especially those under-represented through the typical consultation process.
- Conduct planning/marketing feasibility analysis at various intervals in the project informed by the input received from the community and stakeholder consultation process, technical studies and design exercises prepared by PSPC for the site as outlined within this RFP.
- Complete financial and marketability of the three (3) development options as well as the preferred development option recommended.
- Prepare a planning approval schedule for the Company/PSPC with risks/adjustments to the timeline identified.
- Work closely with Personnel and stakeholders and to ensure that they understand their mandate and schedules.

- Incorporate municipal and PSPC and CLC requirements and objectives into the Master Plan. These objectives include, but are not limited to the following a high-quality public realm/landscape plan, improved connectivity to the surrounding neighbourhood, improve pedestrian and cycling amenities, provide safe access to transportation/transit, create opportunities for large formal public amenity spaces such as parks and smaller/informal amenity areas such as lanes and public plazas/squares, demonstrate sustainable development energy efficiency and affordable housing features, utilize low impact development design features and building practices, where appropriate, and provide a Master Plan that exemplifies the live/work/play opportunities of a Transit Oriented Development.
- Produce urban design guidelines complete with massing (2D/3D images/models) and a built form strategy, this includes presentation of the urban design guidelines to the Company, NCC, other stakeholders and the public, if required.
- Identify an appropriate mix of densities and land uses that are suitable to the area, supported by the market/economic and planning analysis that can be supported by transportation and servicing infrastructure.
- Identify and ensure that the Master Plan achieves the minimum targets consistent with City of Ottawa, the Company and Government of Canada objectives related to environmental sustainability, housing affordability and healthy lifestyles.
- Identify the prime views, pedestrian links, desire lines and vistas for the site.
- Collaborate and respond to the objections and concerns of the public and nearby property owners.

Stage Seven – Municipal Requirements

- Identify the prime views, pedestrian links, desire lines and vistas for the site.
- Collaborate and respond to the objectives and concerns of the public and nearby property owners.
- Prepare all applicable Municipal Planning Approval Submissions such as the Official Plan Amendment, Secondary Plan and Community Design Plan and/or Land Use By-law amendments, development and zoning applications and provide advice regarding any supporting studies, as necessary to secure approvals.

Role as Public Consultation and Strategic Advisor

The Proponent will have responsibilities related to the public consultation and strategic advisor for the project. These responsibilities will include the following through the Stages of the project:

Stages One to Six – Master Plan Development and Strategic Implementation and Phasing Plan

- Responsibility for conducting and participating in all project related public consultation and stakeholder events and/or meetings, in both Official Languages. This includes the

preparation and supply of all planning related material developed on behalf of the Company and PSPC for all related planning work.

- Responsibility during the approval process to participate in required presentations to the City of Ottawa Urban Design Review Panel, Built Heritage Sub Committee and all other Committees of the City of Ottawa, the NCC or any approval agency. This includes developing any related presentation materials.
- Work closely with stakeholders and understand their objectives.
- Liaison and coordination of project meetings as required with the Company and PSPC.
- Lead community and stakeholder consultation meetings in both official languages.
- Attend NCC, City of Ottawa committee and Council meetings, as necessary.
- Participate in the negotiation of development and cost-sharing agreements and advise the Company and its lawyers on the acceptance of agreements and documentation of the commitments arising as a result of the master planning process, as requested.

Stage Seven – Municipal Requirements

- Presentations to the City of Ottawa Urban Design Review Panel, Built Heritage Sub Committee and all other Committees of the City of Ottawa, the NCC or any approval agency. This includes developing any related presentation materials.
- Work closely with stakeholders and understand their objectives.
- Liaison and coordination of project meetings as required with the Company.
- Lead community and stakeholder consultation meetings in both official languages.
- Attend NCC, City of Ottawa committee and City of Ottawa Council meetings, as necessary.
- Participate in the negotiation of development and cost-sharing agreements and advise the Company and its lawyers on the acceptance of agreements and documentation of the commitments arising as a result of the master planning process, as requested.

Proponents will be expected to prepare a complete public engagement programme/schedule with their submission.

All reports and presentations shall be provided or presented in both official languages.

In addition to the above-noted work the successful Proponent may be required to complete all additional work identified by the external stakeholders and/or administrative authorities from which approval is required (NCC, City of Ottawa, etc.) and retain any additional expertise necessary to complete the Master Plan, and obtain all necessary approvals of the Master Plan, through Stages 1 to 7 inclusive as described herein over the duration of the project. All additional work will be submitted

to the Company for review, complete with a fee proposal calculated using the hourly rates contained herein, prior to commencement.

Proponent Electronic Document Transfer Electronic copies of technical documents photos, diagrams, heritage details and relevant supporting studies related to the site will made available to the Proponent and/or its proposed subcontractors (if necessary) in a data room upon request, following the execution of the appropriate Non-Disclosure Agreement contained at Schedule 13 -

Potential Submissions

The Scope of Work has outlined stages in support of achieving the project goals and objectives. The following list identifies potential studies and/or plans may be required in support of the Master Plan and the various planning/stakeholder approvals.

Engineering Requirements:

1. Site servicing plan
2. Site servicing study
3. Grade control and drainage plan
4. Geotechnical study/ slope stability study
5. Composite utility plan
6. Ground water impact study
7. Servicing options report
8. Wellhead protection study
9. Transportation impact assessment (TIA)/Community Transportation Study
10. Erosion and sediment control plan/ brief
11. Storm water management report/ brief
12. Hydro geological and terrain analysis
13. Hydraulic water main analysis
14. Noise/Vibration study
15. Roadway modification functional design
16. Structural Engineering - Bridge Assessment
17. Confederation Line proximity study
18. Cost estimates for Options

19. Building Condition Reports

Planning Requirements

1. Concept plan showing proposed land uses and landscaping
2. Planning Rationale
3. Cultural heritage impact statement
4. Landscape plan
5. Archaeological resource assessment Study (Stage I, II and III, if required)
6. Survey plans
7. Shadow analysis
8. Preliminary Pedestrian Level Wind analysis

Environmental Requirements

1. Phase 1 environmental site assessment
2. Impact assessment of adjacent waste disposal/ former landfill site
3. Phase 2 environmental site assessment
4. Tree conservation report
5. Environmental impact statement/ impact assessment of endangered species
6. Mine hazard study/ abandoned pit or quarry study
7. Integrated environmental review

Consultation/Marketing Requirements

1. Public consultation strategy including execution of social media presence for public engagement which must include platform selection, analytics and management of digital tools
2. Market Analysis

Schedule 3
Proposal Checklist Schedule

This checklist is provided for convenient reference and is intended to set out the key elements that must be included as part of a Proposal. Proponents must carefully review the RFP to ensure that it has met all RFP requirements – this checklist may not include all details.

Proponents are not required to include this checklist as part of their Proposal.

Yes / No?	Checklist
	Does your Proposal comply with the format requirements?
	Does your Proposal include completed versions of the forms set out at Section 3.3 (<i>Proposal Contents – Mandatory Requirements and Rated Information</i>)?
	Does your Proposal comply with the technical requirements at Section 3.2.2 (Technical Issues)?
	Have you completed the Mandatory Requirements Checklist Schedule, and included it as part of your Proposal?

Schedule 4
Mandatory Requirements Checklist Schedule

The Proponent should indicate the page number in its Proposal where each mandatory requirement can be found. In the event that the Company determines, in its sole discretion, that any mandatory requirement is not met, the Proposal shall be disqualified.

	Mandatory Requirements	Page #
M1	3.3.1 Mandatory Requirements Checklist (i.e., this checklist)	
M2	3.3.2 Declaration and Certification	
M3	3.3.3 Unfair Advantage and Conflict of Interest Statement Schedule	
M4	3.3.4 References	
M5	3.3.5 Proponent Consortium Information	
M6	Certificate of Compliance or declaration in the Proposal that a Certificate of compliance has already been submitted and no change of ownership	

**Schedule 5
Unfair Advantage and Conflict of Interest Statement Schedule**

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. In the event that the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent’s Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

[INSERT LEGAL NAME OF PROPONENT]

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

Schedule 6
Corporate Overview Schedule

For any Proponent consortium, including joint ventures or partnerships, each member of the consortium should complete a separate Schedule. Please list any assumptions made when answering the questions below.

Proponent Name: _____

Consortium Member Name: _____

Item	Proponent Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Corporate head office location (if different then above)	
Brief overview of the company background	
Organizational chart, if applicable	
Has your company or division been involved in a merger or acquisition in the past five years?	
Legal Actions (3.3.7)	

Schedule 7 Pricing Schedule

The Proponent should use the following charts to set out its pricing. Where an item is irrelevant, indicate "N/A" in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:

- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- c. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.

Proponent Name _____

Pricing

The Proponent as part of completing the price table below is to complete a comprehensive review of the tasks and deliverables outlined in Schedule 2 - Scope of Work and provide a lump sum price for each stage of the work outlined.

The Proponent should assume all meetings to be two (2) hours each over the duration of the stages of the project outlined below.

Stage One: Project Review

- | | |
|--|---------|
| • Proponent Project Management and Administration Responsibilities | L.S. \$ |
| • Project Delivery Plan / Work Plan including all plans, surveys and reports | L.S. \$ |
| • Public Consultation Consultant Fees | L.S. \$ |
| • Existing Conditions Reports | L.S. \$ |
| Preliminary Reports (as noted below) | L.S. \$ |
| ○ Preliminary Planning Rationale, | |

- Preliminary Servicing Brief (including a preliminary stormwater management, sanitary capacity analysis, utility capacity analysis and drainage study),
- Preliminary Transportation and Transit Analysis
- Preliminary Environmental Impact Study (shall include but not limited to the following species at risk, analysis, ecological characterization, tree inventory and identification of invasive species, migratory bird inventory, and surveys for bats and birds/ archaeological assessment.),
- Preliminary Topographic & Property Survey – Lot Area Statistic Chart by land use
- Preliminary Building Condition Reports,
- Preliminary Cultural Heritage Assessment (including a preliminary archaeological assessment – Stage 1 Report and Heritage Report)
- Preliminary Sustainability and Energy Efficiency Analysis including a review of existing policies applicable to Confederation Heights,

Six (6) – Three (3) hour biweekly project team meetings L.S. \$

One (1) – Five (5) hour property site visit with project team L.S. \$

Stage Two: Project Analysis

- Proponent Project Management and Administration Responsibilities L.S. \$
- Security Workshop and Analysis Report L.S. \$
- Building Conditions Report Analysis per address/building EACH
- Phase 1 ESA per address and building EACH
- Market Analysis Report L.S. \$
- Visioning, and Guiding Principles Workshops L.S. \$
- Comprehensive Project Analysis Report including all plans, and reports L.S. \$
- Risk and Mitigation Plan L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Twelve (12) – Three (3) hour biweekly project team meetings L.S.
- Eight (8) – Five (5) hour workshop L.S.
- Two (2) – Four (4) hour public information meetings L.S.

- Four (4) – One (1) hour presentation on project analysis report L.S. \$

Stage Three: Options Development

- Proponent Project Management and Administration Responsibilities L.S. \$
- Community Transportation Impact Study and Parking Strategy L.S. \$
- Community Servicing Impact Study on Options L.S. \$
- Geotechnical Report L.S. \$
- Sustainability Compliance Report on Options
- Environmental Impact Study on Options L.S. \$
- Sustainability Compliance Report on Options
- Cultural Heritage Assessment Report, Site Heritage Report and Archaeological Assessment Report for Options (3 reports) L.S. \$
- Workshops for Options Development L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Rough Order of Magnitude Cost Analysis of Options L.S. \$
- Consultation Summary Report L.S. \$
- Comprehensive Development Options Report including a L.S. \$

Recommended Preferred Option - plans, surveys and reports

- Proponent Project Management and Administration Responsibilities L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Surveys - Lot Area Statistic Chart by land use of each Option L.S.\$
- Twenty (20) – Three (3) hour biweekly project team meetings L.S.\$
- Ten (10) – Five (5) hour workshop L.S.\$
- Two (2) – Four (4) hour public information meetings L.S \$
- Six (6) – One (1) hour presentation on project analysis report L.S.\$

Stage Four: Draft Master Plan

- Proponent Project Management and Administration Responsibilities L.S. \$
- Draft Master Plan Report including all plans and surveys L.S. \$
- Community Transportation Impact Study and Parking Strategy
- Based on the Draft Master Plan L.S. \$
- Community Servicing Impact Study based on the Draft Master Plan L.S. \$
- Geotechnical Report based on the Draft Master Plan L.S. \$
- Sustainability Compliance Report based on the Draft Master Plan
- Environmental Impact Study based on the Draft Master Plan L.S. \$
- Sustainability Compliance Report based on the Draft Master Plan L.S. \$
- Cultural Heritage Assessment - Site Heritage Report and Archaeological Assessment Report on Draft Master Plan including submissions to Ministry of Tourism, Culture and Sport L.S. \$
- Surveys - Lot Area Statistic Chart by land use of Draft Master Plan L.S.\$
- Consultation Report of all workshops, information sessions and presentation
- Meetings L. S\$
- A demonstration 3D video of preferred option L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Sixteen (16) – Three (3) hour biweekly project team meetings L.S. \$.
- Four (4) – Five (5) hour workshop L.S. \$
- Two (2) – Four (4) hour public information meetings L.S. \$
- Six (6) – One (1) hour presentation on project analysis report L.S. \$

Stage Five: Final Master Plan

- Proponent Project Management and Administration Responsibilities L.S. \$

- Final Master Plan including updates to all plans, surveys and reports prepared in Stages One, Stage Two, Stage Three and Stage Four L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Eight (8) – Three (3) hour biweekly project team meetings L.S. \$
- Six (6) – Five (5) hour workshop L.S. \$
- Three (3) – Four (4) hour public information meetings L.S. \$
- Six (6) – One (1) hour presentation on project analysis report L.S. \$

Stage Six: Strategic Implementation and Phasing Plan

- Development of implementation options (max 3 options) for campus based on master plan
- A Demonstration Plan for PSPC's first phase of Development L.S.\$
- A divestiture strategy for the campus L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Fourteen (14) – Three (3) hour biweekly project team meetings L.S. \$
- Six (6) – Five (5) hour workshop L.S. \$
- Six (6) – One (1) hour presentation on project analysis report L.S. \$

Stage Seven: Municipal Approvals

- Preparation of and Management of Applications for Municipal Approvals including all meetings, reports and correspondence to achieve approvals
 - Official Plan Amendment Application L.S. \$
 - Zoning Bylaw Amendment Application L.S. \$
 - Urban Design Review Panel Consultation L.S. \$
 - Built Heritage Sub-Committee Consultation L.S. \$
 - Public Consultation Consultant Fees L.S. \$
 - Final Reports for submission for approval
 - Archaeological Resources Impact Study L.S. \$
 - (Stage I and Stage II Reports) L.S. \$
 - Community Transportation Study L.S.\$

- Geotechnical Study L.S.\$
- Site Servicing Study / Master Servicing Study L.S.\$
- Stormwater Management Study/Low Impact Development L.S.\$
- Cultural Heritage Report L.S.\$
- Landscape Master Plan – Street Tree Planting L.S.\$
- Landscape Master Plan – Campus Planting Plan L.S.\$
- Tree Conservation Report L.S.\$
- Environmental Impact Study L.S.\$
- Species at Risk Study L.S.\$
- Landscape Plan Master Plan – Public Open Space L.S.\$
- Utility Capacity Analysis L.S.\$
- Environmental Site Assessment L.S.\$
- Topographical Survey of Final Master Plan L.S.\$
- Property Survey of Final Master Plan – Land Area Statistic Chart by land use L.S.\$
- Sustainability Study, including Sustainability Compliance Report L.S.\$
- Architectural Control and Urban Design Guidelines L.S.\$
- Public Realm Plan, including Wayfinding Plan L.S.\$
- Accessibility Plan L.S.\$

Project Meetings

In addition to the project meetings outlined within each stage of the work the Proponent is to provide hourly rates for all staff added to support the project, the Company, PSPC, the NCC, the City of Ottawa and any other approval agencies.

Two (2) Hour Meeting Rate (\$ / meeting)

Proponents must also submit hourly rates for all team members, display material rates (including web-ready material) and rates in support of the lump sum fees provided for workshops and public meetings.

Disbursements

Project related disbursements	L.S. Sub-Total \$
	<u>HST (13%) \$</u>
	Total \$

Disbursements shall not include any meals, travel or telephone charges, shall be commercially reasonable, and shall be subject to the written pre-approval of the Company.

The proponent is to provide a breakdown of unit rates, hourly fees for staff and equipment in support of the lump sum fees outlined within the Pricing Schedule 7.

The successful proponent will be required to submit regular progress reports to the Company on the status of the Project.

Progress reports shall confirm the level of effort and hours to date in relationship to the project budget.

Invoices will be based on the above itemized with details of percentage complete and totals of the contract.

Disbursements shall be paid as incurred with documented proof to a fixed upset limit.

**Schedule 8
Declaration and Certification Schedule**

RE: Proposal dated [Insert], in response to RFP No. 602299-02

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this declaration and certification. I solemnly declare and certify as follows:

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) Any other registered business name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is formed is:

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement

Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

3. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

4. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for 180 days following the Proposal RFP Submission Deadline.

5. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Company’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

6. Execution of Agreement

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

All capitalized terms herein shall have the meaning ascribed to them in the RFP.

INSERT FULL LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 9
References Schedule**

Proponent Name:

Subconsultant Name (if applicable):

The Proponent is to identify a minimum of 3 references with respect to its ability to perform the activities contemplated by the Scope of Work and using the table below. The Proponent shall also provide a completed reference schedule with 2 references for each proposed subconsultant. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last 5 years. Each reference should be reachable by the Company using commercially reasonable means.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Schedule 10

Form of Agreement Schedule

CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this _____ day of _____, 202__

BETWEEN

CANADA LANDS COMPANY CLC LIMITED
(the "Company")

- and -

●
(the "Consultant")

WHEREAS:

- A. The Company is engaged in the master plan development of the Confederation Heights area of the City of Ottawa. (the "Project"); and
- B. The Company wishes to contract with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the capitalized terms shall have the following meanings:

- (a) "**Agreement**" means this agreement executed by the Company and the Consultant, including all Schedules, all as amended from time to time.
- (b) "**Cadastral Surveying Technical Specifications**" mean those specifications set out in Schedule "E" attached hereto.
- (c) "**Compensation**" means the Fees and the Expenses.
- (d) "**Confidential Information**" has the meaning set out in Section 5.1.
- (e) "**Dispute**" means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.
- (f) "**Effective Date**" means the date of this Agreement.
- (g) "**Expenses**" means those expenses or disbursements incurred in the performance of the Services as set out in Schedule "B" attached hereto.
- (h) "**Fees**" means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule "B" and does not include Expenses.

- (i) **"Indemnified Party"** has the meaning set out in Section 7.1.
- (j) **"Indemnifying Party"** has the meaning set out in Section 7.1.
- (k) **"Project"** has the meaning set out in paragraph A of the preamble above.
- (l) **"PSPC"** means Public Service and Procurement Canada;
- (m) **"Security Requirements"** means those requirements determined by PSPC and set out in Schedule "D" as attached hereto.
- (n) **"Services"** means the services and deliverables described in Schedule "A" to be performed in accordance with the deadlines contained herein.
- (o) **"Taxes"** means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers' compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- (p) **"Term"** has the meaning set out in Section 4.1.

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company.
- 2.2 The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its Project related manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Consultant's personnel, the Company shall notify the Consultant, providing reasonable details thereof, and that person shall be replaced by the Consultant with other suitable personnel as soon as reasonably practical following the Company's request.
- 2.5 The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall be liable to the Company for all actions or inactions of its sub-consultants in the performance of the Services.

- 2.6 The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The fees described in Schedule "B" will be adjusted accordingly by agreement of the Company and the Consultant.
- 2.7 The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the fees for the Consultant's performance of such additional Services will generally correspond to the fees described in Schedule "B".

3.0 FEES AND EXPENSES

- 3.1 Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:

- (a) Fees; and
- (b) Expenses;

plus any HST required to be collected by the Consultant from the Company in connection with the Services. The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

- 3.2 The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within 15 days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 3.3 Invoiced amounts due will be paid by the Company within 30 days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 3.4 The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.
- 3.5 The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.

4.0 TERM AND TERMINATION

- 4.1 Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "**Term**") of this Agreement shall commence on the Effective Date and shall,

except for those provisions that will continue in effect subsequent to termination, end when the Services have been properly performed and completed.

- 4.2** The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. the Company may renew this Agreement as required to complete the Project.
- 4.3** The Company may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 4.4** On termination of this Agreement pursuant to Section 4.3, the Company will be responsible to pay, within 30 days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 4.5** The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after 10 business days' written notice stating the particulars of the default;
 - (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
 - (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,

and in such event the provisions of Section 4.4 shall not apply.

- 4.6** Prior to entering into this Agreement, the Consultant provided the Company with a certificate of compliance dated ● (the "**Compliance Certificate**"). If the Company, acting reasonably, determines that:
- (a) the Consultant provided a false or misleading Compliance Certificate, or
 - (b) the Consultant or an Owner (as defined in the Compliance Certificate) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment

the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Consultant and in such event the provisions of Section 4.4 shall not apply.

The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.

- 4.7 The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).
- 4.8 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 4.9 The provisions of Sections 4.4, 4.5, 4.6, 4.7 and 4.8 survive the termination of this Agreement.

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained in the course of its own investigations.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.

- 5.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its prior written approval to such press release or public statement. The Consultant may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.
- 5.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.
- 5.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.
- 5.6 The provisions of this Article 5.0 shall survive expiry or termination of this Agreement.

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

- 6.1 The Consultant represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Consultant to the Company on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with the Company during the Term, the Consultant shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.
- 6.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.
- 6.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 6.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

7.0 INDEMNIFICATION AND LIABILITY

- 7.1 Each party ("**Indemnifying Party**") shall be liable for, and shall indemnify the other party, including its board members, officers, employees and agents (collectively, the "**Indemnified Party**"), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:
- (a) any breach, default, negligent act or omission or wilful misconduct of the Indemnifying Party, its employees, independent contractors, officers, directors and any others for whom the Indemnifying Party is responsible at law in the performance of its obligations under this Agreement,

- (b) any misrepresentation contained within this Agreement; or
- (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

7.2 The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.

7.3 The provisions of this Article 7.0 shall survive expiry or termination of this Agreement.

8.0 PERFORMANCE AND STANDARDS

8.1 The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards;
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws; and
- (d) provide regular progress reports to the Company on the status of the Project and the individual Services, including but not limited to the level of effort and hours to date in relationship to the Project budget.

The Consultant agrees that failure to perform any of the Services to the standards set out in Section 8.1 shall give to a claim for damages for which the Company may seek compensation, including set off as set out in Section 3.4 against any amounts owed to the Consultant

9.0 INDEPENDENT CONTRACTOR

9.1 The relationship created by this Agreement between the Company and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and the Company.

10.0 DISPUTE RESOLUTION

- 10.1** In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:
- (a) the parties shall each appoint two (2) managers with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;
 - (b) if the managers are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be Ottawa, Ontario and the language of the mediation shall be English. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.
- 10.2** The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.
- 10.3** While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.
- 10.4** Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

11.0 NOTICE

- 11.1** Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given as follows: (i) by personal delivery or prepaid registered mail; or (ii) by fax or email transmission addressed to the party to receive such notice at the address specified below:

TO: Canada Lands Company CLC Limited

100 Queen Street, Suite 1050
 Ottawa, Ontario K1P1J9
 Fax No.: (613) 564-3016
 Attention: ●
 Email: ●

with a copy to:

Canada Lands Company CLC Limited

1 University Avenue, Suite 1700
Toronto, Ontario M5J 2P1
Fax No.: (416) 214-1120
Attention: Chief Legal Officer
Email: legalnotice@clc.ca

TO: ●
●

Fax No.: _____
Attention: _____
Email: _____

11.2 Any demand, notice, approval, consent or other communication that is delivered personally shall be deemed to be received, when left during normal business hours at the address specified above. Any demand, notice, approval, consent or other communication that is delivered by prepaid register mail shall be deemed to be received five (5) business days after mailing, and any demand, notice, approval, consent or other communication sent by fax or email transmission shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

12.1 The Consultant shall obtain and maintain throughout the Term and for two (2) years after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.

12.2 The Consultant shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

12.3 The provisions of Sections 12.1 and 12.2 shall survive termination or expiration of this Agreement.

13.0 GENERAL

- 13.1** The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.
- 13.2** The following principles of interpretation will apply to this Agreement:
- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
 - (b) The laws of the Province of Ontario and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Ontario;
 - (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
 - (d) No action, or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
 - (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
 - (f) The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. the Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;
 - (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
 - (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;

- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B", "C", "D" and "E" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (p) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the date first written above.

CANADA LANDS COMPANY CLC LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.

●

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

Schedule "A"

Project Description and Objectives

The Company and PSPC require the Consultant to act as “Lead Consultant”, meaning a consultant that will assemble, retain and direct the work of the Personnel and is the main point of contact between the Company and Personnel for delivering services related to master planning for the project for the Project to compile and direct the Personnel to prepare the following:

- Comprehensive Master Plan to guide the redevelopment of the 57-hectare Confederation Heights campus, and
- Strategic Implementation Phasing Plan.

The timing and staging for the Project are set out further below in this Schedule.

The Consultant will be required to perform the work set out in this Schedule 1 according to the security requirements set out in Schedule 14. Any cadastral work must be done according to the requirements set out in Schedule 15.

The Master Plan will transform this single use federal employment node into an integrated and mixed-use community. The Master Plan for Confederation Heights must support the needs of the federal government for federal office accommodation and must also integrate the new neighbourhood within the greater urban community context to be achieved through innovative and creative design solutions and through the creation of implementing urban design guidelines for the new development.

Prepared in close consultation with PSPC, City of Ottawa, Canada Post Corporation, Health Canada, the National Capital Commission (“NCC”) and other stakeholders, the Master Plan will include a comprehensive development strategy that defines the vision, principles, objectives and policy direction for the site. Development planning and urban design principles and guidelines will be developed with respect to land use, circulation, built form, open space, heritage, and environment and servicing/utilities. Development options will be generated and evaluated, leading to the selection of a preferred option for the future development and phasing of the site.

This Master Plan will direct the re-development of Confederation Heights as mixed-use transit-oriented community complete with a new residential, open spaces and pedestrian connections and retail uses within a reimagined federal office node to be developed over the next 25 years

As this is a complex project, this Scope of Work will be detailed in the following manner:

1. Objectives;
2. Communications Protocol;
3. Project Stages;
4. Project Deliverables by Stage; and,
5. Consultant Roles and Responsibilities.

1. SPECIFIC MASTER PLAN OBJECTIVES

In developing the Master Plan, the Consultant will be required to address the following objectives:

Planning and Design Context Objectives

Prepare a Master Plan that:

- is flexible enough to meet evolving accommodation requirement of the federal government
- provides for a mix of land uses, including office, retail/ service commercial, residential, institutional, community recreation and open space
- creates a site that is safe, with an efficient organization of connectivity between buildings and services, which will allow for easy and convenient walkability and encourages a greater use of public transit and cycling for daily transportation
- promotes a high quality, healthy work environment that fully supports optimum work productivity
- promotes sustainable development
- is universally accessible
- enhances the interface with surrounding communities
- seeks opportunities to enhance existing natural habitats and investigate opportunities to create new habitat features within the Campus
- considers the principles of the Greber Plan

Project Delivery Objectives

While preparing and implementing the Master Plan the Consultant shall ensure:

- A cohesive functional partnership and open communication between all members of the Personnel and stakeholders throughout all phases of development in both official languages.
- Timely response to resolving issues as they arise.
- Success in satisfying, and where possible, exceeding the expectations and needs of PSPC, their clients and stakeholders.
- The continuity of key Personnel working in a dedicated team throughout all phases of the development of the Master plan and Implementation plan.

Urban Design Objectives

The Master Plan shall ensure that

- All design elements, planning, architectural, engineering and landscaping for the federal lands/buildings be fully coordinated and consistent in adherence to the PSPC Technical Reference for Office Building Design Standard and excellence in planning and design.
- The site be designed in an environmentally responsible manner.
- The character, massing and scale, of this project should be compatible with its surrounding context.

✦ The site will include opportunities for commemoration of the recent federal office history along with the First Nation Presence in the Ottawa Valley, the Francophonie and local history



Sustainable Development Objectives

Sustainable development objectives must be addressed throughout the evolution of the project. Sustainable development is defined in broad terms as a strategy that routinely and consistently includes the consideration of the environmental, economic and societal features.

PSPC must ensure that every project it undertakes conforms to applicable Departmental and Government-wide sustainability priorities. Numerous opportunities exist to achieve sustainability in the preparation of a master plan, such as promoting transit use through appropriate parking strategies, improved pedestrian connections and siting buildings near the transitway stations. In addition, the master plan should deal with the broad application of sustainable urban design as well as specific detailing of microclimate, water management, natural habitat and storm water capture and reuse.

Various sustainability deliverables are included that will address whole-of-site goals and that will inform servicing, road cross-sections, landscaping, open space design in Confederation Heights. This includes the development of a Sustainability, Accessibility and Energy Efficiency Toolkit that will detail sustainability guidelines and assess the sustainability of the options being developed under the Master Plan.

Land Use Objectives

Confederation Heights has a continuing role as a major federal employment node in the National Capital Area (NCA), as captured in the NCA Office Portfolio Plan. The Portfolio Plan sees a continued federal presence at Confederation Heights in renovated space in three existing buildings, namely 1500 Bronson Avenue (Former CBC Headquarters / Edward Drake Building), 719 Heron Road (Sir Leonard Tilley Building – Wing C) and 875 Heron Road (Canada Revenue Agency’s Ottawa Technology Centre). The Master Plan for Confederation Heights must identify locations for new federal office accommodation and examine how to integrate these uses into a new mixed-use community with a variety of residential uses supported by new commercial, institutional and retail spaces.

Heritage Objectives

In addition to the new construction, the Master Plan must provide consideration for the Federal Heritage Building Review Office assessment of the buildings on the campus. At a federal level, the mandate for heritage conservation is provided by the Treasury Board (TB) Policy on the Management of Real Property. A review of the building condition reports and lifecycle portfolio plans should be analyzed together with the heritage character statements to fully understand how the buildings or heritage themes will be integrated in the deliverables.

The FHBRO designated buildings are:

- Edward Drake Building: 1500 Bronson, Designation – Classified
- Sir Leonard Tilley Building: 719 Heron Road, Designation – Recognized
- Sir Charles Tupper Building: 2250 Riverside Drive, Designation – Recognized

Guiding Principles

The Master Plan shall consider the following guiding principles, prepared by PSPC through an internal visioning exercise and agreed to by the Company, as an input into the development of the options for the site:

- Create the Workplace of Tomorrow that is flexible and efficient; digital, inclusive, healthy, collaborative, green
- Go Green – carbon footprint reduction, sustainable sites and buildings, adaptive reuse, reducing/reuse/recycling, climate change resiliency/district energy
- Active Mobility – accessibility for all, six-minute walk to Transit, 4 season walkability, increased cycling infrastructure, strengthen connectivity, human scale-built form
- A healthy vibrant community – a work life balance, integration into the City, diverse and inclusive amenities, active and animated, employee wellness
- Create a new sense of place – engage with nature, inclusiveness, multi-generational and design excellence
- Build on the natural and cultural history – enhance natural environment, adaptive reuse of heritage buildings, connect to surroundings, create strong links, gateway to the City

2.. STRATEGIC IMPLEMENTATION AND PHASING PLAN

The purpose of the Strategic Implementation and Phasing Plan is to provide further guidance on the infrastructure development requirements and phasing, land delineation for municipal roads/ services/ cross-sections, and surplus lands for disposal based on the outcome of the Master Plan land uses and program objectives.

The Implementation Plan provides more detailed identification of road requirements and parcel identification to allow for divestiture and implementation of infrastructure works and development projects. The Phasing Plan would define the strategy, approach and sequencing for infrastructure upgrades, decommissioning, and infrastructure integration for the campus that would meet with municipal requirements and align with the Master Plan.

This stage will require further analysis of required infrastructure works (and upgrades to existing services) based on the assessment of existing services, noise and vibration study, master servicing (storm, sanitary, water, gas, utilities, IT) that will integrate the following areas to guide development parcels and lands that can be divested for municipal rights-of-ways and other mixed uses:

- Integration and expansion of servicing and infrastructure;
- Integration with the district energy network;
- Upgrades and modifications to the transportation network (roads, parking, public transportation, pedestrian access, cycling infrastructure, etc.);
- Sustainability strategy to inform servicing, road cross-sections, and open space design;
- Landscape Design Guidelines

3. COMMUNICATIONS PROTOCOL.

Confederation Heights will continue to be an important employment node for the federal Public Service. As such, the development of the Master Plan must integrate PSPC-CLC Collaboration's reporting structure. Under the direction of the Company, the Consultant must be prepared to meet

with and respond to NCC, Canada Post Corporation and Health Canada, as part of the planning process. The reporting relationship implemented through this process may follow this general format as demonstrated below Figure1. The Consultant and the Personnel will be required to submit reports, make presentations and respond to inquiries throughout the process.

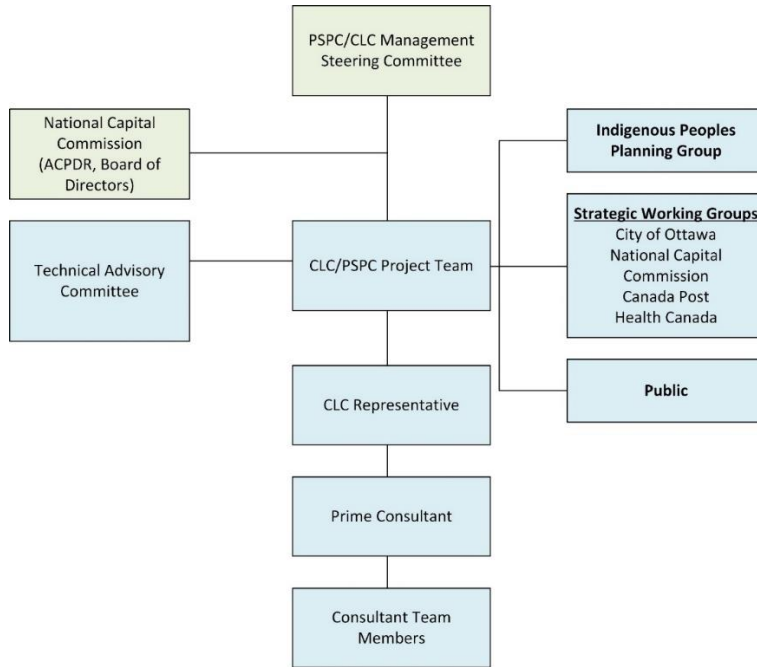


Figure 1- Illustration of Reporting Structure

4. STAGES OF PROJECT

The stages of the Project outlined below provide the anticipated project timing for each stage.

Stages of Project	Anticipated Schedule (in consecutive months from date of contract signature)
Stage One – Project Initiation and Review	3
Stage Two – Project Analysis	5
Stage Three – Options Development	9
Stage Four – Draft Master Plan	4
Stage Five – Final Master Plan	3
Subtotal	24
Stage Six - Strategic Implementation and Phasing Plan	6
Stage Seven – Municipal Requirements	12
Total project timeline	42

5. PROJECT DELIVERABLES BY STAGE

Outlined below is a breakdown each stage of the project, associated tasks and deliverables.

All reports and presentations referenced herein shall be provided and presented to the Company in English and French.

Stage One: Project Review

The deliverables for Stage One include the completion of the following tasks:

- Conduct a site inspection with the Personnel;
- Conduct a review of all relevant reports and studies and produce a report which identifies information, gaps and preliminary issues to the Company to be addressed and incorporated into the work plan for the project.

- Revise the proposed work plan submitted with the RFP for acceptance and approval of the Company.
- Prepare and submit for review a list of all required plans or surveys required to complete the Project including documents as per Schedule 15.
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Two: Project Analysis

The deliverables for Stage Two include the completion of the following tasks:

- Conduct a Security Workshop and the completion of an Analysis Report to establish guiding principles and security requirements for potential security clients on site and to inform the options development and the urban design guidelines and streetscape / landscape guidelines.
- Prepare a Comprehensive Project Analysis Report considering Policy Review, Building Conditions Analysis, Natural Systems Environmental Constraints Review, Sustainability Accessibility & Energy Efficiency Toolkit, Environmental Site Assessments of all relevant site information and relying on current regulations. Building conditions and existing conditions, federal and municipal policy and a Strength, Weaknesses, Opportunities and Challenges (SWOC) analysis must be included as part of a report.
- Prepare a Market Analysis Report to determine the demand for the various land uses that can be supported on the site.
- Conduct Lead Visioning and Guiding Principles Workshops and prepare a final vision.
- Prepare a Comprehensive Project Analysis Report incorporating the final vision and guiding principles developed over this stage.
- Prepare a Cultural Heritage Assessment and Preliminary Archeological Resource Study
- Prepare and submit a Risk and Mitigation plan.
- Prepare a views impact analysis study
- Prepare a solar orientation and shading study
- Prepare resiliency and climate benefits study
- Prepare and submit for review all required plans or surveys as per Schedule 15.
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Three: Options Development

The deliverables for Stage Three include the completion of the following tasks:

- Develop a minimum of three (3) distinct urban design/planning options to reflect the Vision and Guiding Principles including: land use including intensity of development, urban design, landscape design, accessibility, transportation and transit, servicing, environment, heritage, sustainability, recreation and open space. The status quo is not to be considered as an option.
- Complete Community Servicing Impact Study, complete with a natural systems impact analysis, capacity analysis and identification of all infrastructure upgrades required for each option as an input to the development of the options. Included in this study should be the examination of the potential transfer of infrastructure services to the municipality, access easements and utility requirements.

- Conduct a Community Transportation Impact Study including a Parking Strategy, including traffic simulations for each of the options developed. As part of the Community Transportation Impact Study and the development of options for additions to the existing road and pedestrian network should be discussed and considered as viable by the City of Ottawa
- Prepare an archaeological assessment
- Prepare a Sustainability Compliance Report on the Option.
- Prepare a Site Heritage Assessment Report on the Options.
- Identify the pros and cons for each of the options identified.
- Prepare a Rough Order of Magnitude Cost Analysis of Options and for all infrastructure improvements required to accommodate development envisaged in the options.
- Prepare aerial perspectives, 3-D massing models, site slides and photographs for each of the options.
- Test the options against the Vision and Guiding Principles.
- Prepare a Consultation Summary Report of comments and recommendations received during the consultation process.
- Prepare and submit for review all required plans or surveys as per Schedule 15.
- Prepare a Comprehensive Development Options Report including a Recommended Preferred Option that will include:
 - an executive summary that will provide a précis of the Comprehensive Development Options Report and outline any recommendations requiring PSPC approval
 - concept plans of each option including description and evaluation
 - Class D Cost Estimate for infrastructure improvements, on site and off site, for the preferred option
 - aerial perspectives of each option and analytical data (e.g. area calculations, etc.)
 - comparison of options and a recommended preferred option
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Four: Draft Master Plan

The deliverables for Stage Four include the completion of the following tasks:

- Development policies and guidelines with respect to land use including intensity of development, urban design including street and landscape, transportation and transit, servicing, natural systems, natural heritage, built heritage, species at risks, environment management/stewardship, energy efficiency/sustainability, accessibility, public and private recreation and open space.
- Demonstration plans with relevant analytical data.
- Aerial perspectives of the preferred option, 3-D massing model/drawings, video perspective and photographs.
- A demonstration 3-D video of the preferred option.
- Full risk analysis of preferred development option.
- Implementation and phasing strategy.
- Order of magnitude cost analysis for infrastructure improvements as associated with site servicing, roadway improvements, heritage preservation and environmental protection/mitigation/remediation as required to accommodate the development as envisaged by the Draft Master Plan.

- An executive summary that provides a précis of the Draft Master Plan and outlines any recommendations.
- Prepare and submit for review all required plans or surveys as per Schedule 15.
- Prepare a Consultation Report of comments and recommendations received during the consultation process.
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Five: Final Master Plan

The deliverables for Stage Five include the completion of the following tasks:

- Prepare and submit Final Master Plan to obtain all necessary approvals including NCC Board of Directors.
- Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Six: Strategic Implementation and Phasing Plan

The deliverables for Stage Six include the completion of the following tasks:

- Prepare and submit a Strategic Implementation and Phasing Plan. The purpose of this plan is to provide direction on short and long-term development and infrastructure requirements to guide future investment and divestiture decisions for the entire campus and ensure coordinated development and divestiture of lands at Confederation Heights.
- Prepare and submit for review all required plans or surveys as per Schedule 15.
- Develop 3 distinct options of phasing for the campus, identifying PSPC's phase 1 building location as well as a divestiture strategy for the entire campus.
Complete any additional tasks associated to achieve project objectives for this stage of work.

Stage Seven: Municipal Requirements

The deliverables for Stage Seven include the completion of the following tasks:

- preparation and submission of applications to amend the City of Ottawa's Official Plan and Zoning Bylaw Amendment, Secondary Plan Amendment, Community Design Plan as required to implement the Master Plan.
- preparation of rationales and preliminary reports to obtain approvals from the NCC, Parks Canada, Ministry of Climate Change and Energy, Ministry of Natural Resources, the

Conservation Authorities and City of Ottawa to support an Official Plan Amendment, Secondary Plan, Community Design Plan and Zoning Bylaw Amendment

- Complete any additional tasks associated to achieve project objectives for this stage of work.

When submitting deliverables for submission, presentation or approval the Consultant must do so according to the following Matrix illustrated in Figure 2

Authority	Stage One- Project Review			Stage Two- Project Analysis			Stage Three- Options Developme nt			Stage Four- Draft Master Plan			Stage Five- Final Master Plan			Stage Six- Strategic Implement ation and Phasing Plan			Stage Seven- Municipal Requirements			
	S	P	A	S	P	A	S	P	A	S	P	A	S	P	A	S	P	A	S	P	A	
S-Submission P-Presentation A-Approval																						
CLC/PSPC	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
CLC/PSPC Project Team	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
PSPC/CLC Management Steering Committee	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
NCC (ACPDR, Board of Directors)	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
Indigenous People Planning Group	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
Strategic Working Group	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
Technical Advisory Committee	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ	Δ				
Public		Δ			Δ			Δ	Δ		Δ	Δ		Δ	Δ		Δ					

Figure 2 - Master Plan Summary Chart for Submissions, Presentations and Approvals Matrix

CONSULTANT’S RESPONSIBILITIES

Master Plan Development

The Consultant will work with the Company to develop a Master Plan including all supporting documentation typically included in a Master Plan. The Consultant will compile a Personnel of professionals to complete the background analysis necessary to obtain the approvals from all appropriate authorities.

The Consultant will be expected to stay up to date on project daily events and coordinate all facets of the project, including the work of all members of the multi-disciplinary consulting firms on their Personnel, ensure ongoing awareness of the project's advancement, the Consultant will be required to attend and/or lead and facilitate the internal Personnel meetings with the Company as well as external meetings with key stakeholders, such as the City of Ottawa, NCC, Canada Post Corporation, Health Canada, the Conservation Authorities, and the public.

Biweekly meetings with the Company will provide the Consultant the opportunity to report on the progress of the project, seek additional direction and confirm project mandate. While in-person meetings are ideal for a project with this level of scope and complexity, the appropriate format for meetings will be decided in keeping with current public health advice.

The Consultant will join meetings with the Company, PSPC, Technical Advisory Committee, Strategic Working Groups, Indigenous Peoples Planning Group and the NCC. Given the complexity of the property and the redevelopment, the Consultant will be required to record all discussions of the collaborative teams, attend/lead all meetings and monitor the progress of project. Meeting minutes, tasks list and a detailed schedule must be prepared and issued regularly to the Company and the PSPC through the office of the Consultant.

In undertaking the Project, the Consultant will:

- complete background research of municipal land use policies, environmental condition of the property, site specific reports and Federal Government policies, programs or reports relevant to land development, office accommodation, energy efficiency and sustainability, affordable housing, accessibility and all relevant real property policies of the Federal Mandate
- conduct a visioning exercise with the Company, PSPC and the NCC to establish design and development parameters to drive the options for the master plan
- recommend a minimum of 3 distinct conceptual development options for the entire site incorporating aspects of the analysis and background research developed
- make presentations to and obtain acceptance of site development options for entire site from the NCC, PSPC and the Company prior to public outreach and external stakeholder engagement
- present the development options, federal office accommodations requirements and vision statement to the public and other stakeholders
- seek input from the public, First Nation communities and other stakeholders regarding the future of Confederation Heights, the development options and vision for the campus
- coordinate public events/outreach/engagement
- make presentations to the public, committees, City of Ottawa, Indigenous groups, NCC, the Company, PSPC and others as required
- Complete any additional tasks associated to achieve project objectives for this stage of work.

To provide additional clarity of the Scope of Work and the expectation of the Company and PSPC, the Consultant's responsibilities are described below as four separate tasks. These tasks describe the Consultant's role, areas of expertise and the Company/PSPC expectations for the project.

These tasks should be complements to the Scope of Work and should be read or considered in that context.

Reporting to the Company, the Consultant will assume several responsibilities through the Master Plan Development Stages and the Strategic Implementation and Phasing Plan (1 to 6) and the Municipal Requirements (Stage7) within the following broad roles:

- **Team Leader,**
- **Project Administrator**
- **Professional Planner**
- **Public Consultation and Strategic Advisor**
- **Accessibility Consultant**
- **Wayfinding Consultant**
- **Material handling Consultant**

The Company requests that proposals identify dedicated personnel/firms committed to assist the Consultant perform their responsibilities for each of these seven roles for the duration of the project.

The Consultant and/or its Personnel must be capable of providing the following disciplines throughout the Project:

- Urban Design
- Urban Planning
- Architecture
- Municipal (Civil) Engineering Scheduling – Land Development/Construction
- Structural Engineering
- Bridge Engineering
- Transportation Engineering (including Cycling/Pedestrian network designers)
- Archaeology/Cultural Heritage Planning
- Cost Estimating – Land Development/Construction

- Energy Efficiency/ Sustainability Consultant
- Environmental Engineering
- Geotechnical Engineering (Soil Analysis & Environmental Site Assessment)
- Heritage Planning
- Landscape Architecture
- Market Analysis
- Security

Role as Team Leader

The Consultant will be the project's Team Leader, solely responsible for its day-to-day activities and for managing a multi-disciplinary team retained to develop the Master Plan and obtain municipal approvals.

As Team Leader for Master Plan and Implementation Plan, the Consultant will be responsible for ensuring that any and all studies that may be required are completed in accordance with the stated requirements, guidelines and legislation. The Consultant will be responsible for identifying the necessary approvals and retaining the technical expertise required to fulfill the Municipal Requirements referenced in this assignment.

It is expected that the Consultant will retain the professional services required to complete the following Municipal Applications outlined in Stage 7:

- Official Plan Amendment
- Secondary Plan Amendment
- Community Design Plan
- Zoning Bylaw Amendment Approval

The Consultant will prepare and manage the project strategy and schedule in consultation with the Company through Stages 1 to 7.

While not an exhaustive list, the Consultant, as Team Leader, shall be responsible for the following:

Stages One to Six – Master Plan Development and Strategic Implementation and Phasing Plan

- Manage all necessary sub-consultants to prepare reports and/or analysis for the Company for which approvals must be obtained for the Master Plan development.
- Be responsible for leading all meetings including the preparation of all presentation materials, development of meeting agendas and the preparation and distribution of meeting minutes for all work.

- Lead biweekly progress meetings with the Company and PSPC including the preparation of all material, development of meeting agendas and meeting minutes.
- Ensure that the conclusions and recommendations of the various disciplines are integrated into the detailed design of the site.
- Be responsible for working together with the Company in resolving any problems associated with the project, identifying and addressing issues, balancing competing objectives that may come to light through site investigations, technical study preparation, the technical design studies, Personnel discussions, or during the stakeholder and public review processes.
- Obtain approvals from PSPC, the Company and ACPDR for the Master Plan and Strategic Implementation and Phasing Plan for Confederation Heights.

Stage Seven – Municipal Requirements

- Provide ongoing strategic advice to the Company based on familiarity and experience with Master Plans, Official Plan Amendments, subdivision and direction for future site servicing and subdivision registration.
- Obtain approvals from the NCC, Parks Canada, Ministry of Climate Change and Energy, Ministry of Natural Resources, the Conservation Authorities and City of Ottawa of an Official Plan Amendment, Secondary Plan, Community Design Plan Zoning Bylaw Amendment, to implement the Master Plan and Strategic Implementation Phasing Plan prepared through Stages 1 to 6.

Role as Project Administrator

In maintaining the public record for the project, the Consultant will have responsibilities related to the administration of the project and shall direct and manage the services of all sub-consultants. The administrative responsibilities include the following through the Master Plan Development Stage (Stages 1 to 6) and the Municipal Requirement Stage (Stage 7):

Stages One to Six – Master Plan Development and Strategic Implementation and Phasing Plan

- Prepare, coordinate and submit all background/existing condition reports, draft reports, applications, technical reports and other supporting reports and drawings required for approvals (See Schedule 15).
- Ensure that the Company and PSPC have a complete official record of the process and related approvals, in paper and electronic form, including copies of applications/submissions; technical reports; records of public consultations and officials' correspondence/ comments.
- Assist the Company in preparing presentations and other reports required for senior management and Board, as required.

Stage Seven – Municipal Requirements

- Obtain NCC, Park Canada, City of Ottawa, Provincial Ministries, Conservation Authorities and any Agency approvals and disseminate information. Prepare and/or secure documentation that completes the approval process, including any required Official Plan amendments, Community Design Plans, by-laws and/or by-law amendments.
- Ensure that the Company has a complete official record of the process and related approvals, in paper and electronic form, including copies of applications/submissions; technical reports; records of public consultations and officials' correspondence/comments.
- Assist the Company in preparing presentations and other reports required for senior management and Board, as required.

Role as Professional Planner/Technical Advisor

The Consultant will ensure that, in its role as the Professional Planner and Technical Advisor, the key elements of the project as reflected in the PSPC guiding principles, the background research and community input are incorporated into the Master Plan that is sustainable, marketable and provides long term community benefits.

To complete this assignment, the following planning related tasks are required through the Stages of the project:

Stages One to Six –Master Plan Development and Strategic Implementation and Phasing Plan

- Prepare an assessment of the planning policies and guidelines applicable to Confederation Heights.
- Identify Existing Conditions and Gap Analysis, including the following: –
 - Planning Rationale, Servicing Brief (including a preliminary stormwater management, sanitary capacity analysis, cost estimates and drainage study),
 - Transportation and Transit Analysis,
 - Environmental Impact Study (shall include but not limited to the following: species-at-risk, analysis, ecological characterization, tree inventory and identification of invasive species, migratory bird inventory, and surveys for bats and birds/ archaeological assessment.),
 - Topographic Survey,
 - Building Condition Reports,
 - Cultural Heritage Assessment (including a preliminary archaeological assessment – Stage 1 Report)
 - Sustainability and Energy Efficiency Analysis including a review of existing policies applicable to Confederation Heights,

- Create an Internal Master Public Consultation and Engagement Program – this shall include a schedule, outreach tools, reporting documents, surveys for internal presentations and workshops.
- Working with the Communication Teams of PSPC and the Company, create an external Master Public Consultation and Engagement Program that shall include social media, and alternative public engagement activities through the Master Plan Development Process. The goal of the Public Engagement program will be to maximize the involvement of communities especially those under-represented through the typical consultation process.
- Conduct planning/marketing feasibility analysis at various intervals in the project informed by the input received from the community and stakeholder consultation process, technical studies and design exercises prepared by PSPC for the site as outlined within this RFP.
- Complete financial and marketability of the three (3) development options as well as the preferred development option recommended.
- Prepare a planning approval schedule for the Company/PSPC with risks/adjustments to the timeline identified.
- Work closely with Personnel and stakeholders and to ensure that they understand their mandate and schedules.
- Incorporate municipal and PSPC and CLC requirements and objectives into the Master Plan. These objectives include, but are not limited to the following a high-quality public realm/landscape plan, improved connectivity to the surrounding neighbourhood, improve pedestrian and cycling amenities, provide safe access to transportation/transit, create opportunities for large formal public amenity spaces such as parks and smaller/informal amenity areas such as lanes and public plazas/squares, demonstrate sustainable development energy efficiency and affordable housing features, utilize low impact development design features and building practices, where appropriate, and provide a Master Plan that exemplifies the live/work/play opportunities of a Transit Oriented Development.
- Produce urban design guidelines complete with massing (2D/3D images/models) and a built form strategy, this includes presentation of the urban design guidelines to the Company, NCC, other stakeholders and the public, if required.
- Identify an appropriate mix of densities and land uses that are suitable to the area, supported by the market/economic and planning analysis that can be supported by transportation and servicing infrastructure.
- Identify and ensure that the Master Plan achieves the minimum targets consistent with City of Ottawa, the Company and Government of Canada objectives related to environmental sustainability, housing affordability and healthy lifestyles.
- Identify the prime views, pedestrian links, desire lines and vistas for the site.
- Collaborate and respond to the objectives and concerns of the public and nearby property owners.

Stage Seven – Municipal Requirements

- Identify the prime views, pedestrian links, desire lines and vistas for the site.
- Collaborate and respond to the objectives and concerns of the public and nearby property owners.
- Prepare all applicable Municipal Planning Approval Submissions such as the Official Plan Amendment, Secondary Plan and Community Design Plan and/or Land Use By-law amendments, development and zoning applications and provide advice regarding any supporting studies, as necessary to secure approvals.

Role as Public Consultation and Strategic Advisor

The Consultant will have responsibilities related to the public consultation and strategic advisor for the project. These responsibilities will include the following through the Stages of the project:

Stages One to Six – Master Plan Development and Strategic Implementation and Phasing Plan

- Responsibility for conducting and participating in all project related public consultation and stakeholder events and/or meetings, in both Official Languages. This includes the preparation and supply of all planning related material developed on behalf of the Company and PSPC for all related planning work.
- Responsibility during the approval process to participate in required presentations to the City of Ottawa Urban Design Review Panel, Built Heritage Sub Committee and all other Committees of the City of Ottawa, the NCC or any approval agency. This includes developing any related presentation materials.
- Work closely with stakeholders and understand their objectives.
- Liaison and coordination of project meetings as required with the Company and PSPC.
- Lead community and stakeholder consultation meetings in both official languages.
- Attend NCC, City of Ottawa committee and Council meetings, as necessary.
- Participate in the negotiation of development and cost-sharing agreements and advise the Company and its lawyers on the acceptance of agreements and documentation of the commitments arising as a result of the master planning process, as requested.

Stage Seven – Municipal Requirements

- Presentations to the City of Ottawa Urban Design Review Panel, Built Heritage Sub Committee and all other Committees of the City of Ottawa, the NCC or any approval agency. This includes developing any related presentation materials.
- Work closely with stakeholders and understand their objectives.
- Liaison and coordination of project meetings as required with the Company.

- Lead community and stakeholder consultation meetings in both official languages.
- Attend NCC, City of Ottawa committee and Council meetings, as necessary.
- Participate in the negotiation of development and cost-sharing agreements and advise the Company and its lawyers on the acceptance of agreements and documentation of the commitments arising as a result of the master planning process, as requested.

Consultants will be expected to prepare a complete public engagement programme/schedule with their submission.

All reports and presentations shall be provided or presented in both official languages.

In addition to the above-noted work the successful Consultant may be required to complete all additional work identified by the external stakeholders and/or administrative authorities from which approval is required (NCC, City of Ottawa, etc.) and retain any additional expertise necessary to complete the Master Plan, and obtain all necessary approvals of the Master Plan, through Stages 1 to 7 inclusive as described herein over the duration of the project. All additional work will be submitted to the Company for review, complete with a fee proposal calculated using the hourly rates contained herein, prior to commencement.

Consultant Electronic Document Transfer Electronic copies of technical documents photos, diagrams, heritage details and relevant supporting studies related to the site will be made available to the Consultant and/or its proposed subcontractors (if necessary) in a data room upon request, following the execution of the appropriate Non-Disclosure Agreement contained at Schedule 13 -

Potential Submissions

The Scope of Work has outlined stages in support of achieving the project goals and objectives. The following list identifies potential studies and/or plans that may be required in support of the Master Plan and the various planning/stakeholder approvals.

Engineering Requirements:

1. Site servicing plan
2. Site servicing study
3. Grade control and drainage plan
4. Geotechnical study/ slope stability study
5. Composite utility plan
6. Ground water impact study
7. Servicing options report
8. Wellhead protection study
9. Transportation impact assessment (TIA)/Community Transportation Study
10. Erosion and sediment control plan/ brief

11. Storm water management report/ brief
12. Hydro geological and terrain analysis
13. Hydraulic water main analysis
14. Noise/Vibration study
15. Roadway modification functional design
16. Structural Engineering - Bridge Assessment
17. Confederation Line proximity study
18. Cost estimates for Options
19. Building Condition Reports

Planning Requirements

1. Concept plan showing proposed land uses and landscaping
2. Planning Rationale
3. Cultural heritage impact statement
4. Landscape plan
5. Archaeological resource assessment Study (Stage I, II and III, if required)
6. Survey plans
7. Shadow analysis
8. Preliminary Pedestrian Level Wind analysis

Environmental Requirements

1. Phase 1 environmental site assessment
2. Impact assessment of adjacent waste disposal/ former landfill site
3. Phase 2 environmental site assessment
4. Tree conservation report
5. Environmental impact statement/ impact assessment of endangered species
6. Mine hazard study/ abandoned pit or quarry study
7. Integrated environmental review

Consultation/Marketing Requirements

1. Public consultation strategy including execution of social media presence for public engagement which must include platform selection, analytics and management of digital tools

2. Market Analysis

Schedule "B"
FEES AND EXPENSES

Stage One: Project Review

- Consultant Project Management and Administration Responsibilities L.S. \$

- Project Delivery Plan / Work Plan including all plans, surveys and reports L.S. \$

- Public Consultation Consultant Fees L.S. \$

- Existing Conditions Reports L.S. \$

- Preliminary Reports (as noted below) L.S. \$
 - Preliminary Planning Rationale,
 - Preliminary Servicing Brief (including a preliminary stormwater management, sanitary capacity analysis, utility capacity analysis and drainage study),
 - Preliminary Transportation and Transit Analysis
 - Preliminary Environmental Impact Study (shall include but not limited to the following species at risk, analysis, ecological characterization, tree inventory and identification of invasive species, migratory bird inventory, and surveys for bats and birds/ archaeological assessment.),
 - Preliminary Topographic & Property Survey – Lot Area Statistic Chart by land use
 - Preliminary Building Condition Reports,
 - Preliminary Cultural Heritage Assessment (including a preliminary archaeological assessment – Stage 1 Report and Heritage Report)
 - Preliminary Sustainability and Energy Efficiency Analysis including a review of existing policies applicable to Confederation Heights,

- Six (6) – Three (3) hour biweekly project team meetings L.S. \$

- One (1) – Five (5) hour property site visit with project team L.S. \$

Stage Two: Project Analysis

- Consultant Project Management and Administration Responsibilities L.S. \$
- Security Workshop and Analysis Report L.S. \$
- Building Conditions Report Analysis per address/building EACH
- Phase 1 ESA per address and building EACH
- Market Analysis Report L.S. \$
- Visioning, and Guiding Principles Workshops L.S. \$
- Comprehensive Project Analysis Report including all plans, and reports L.S. \$
- Risk and Mitigation Plan L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Twelve (12) – Three (3) hour biweekly project team meetings L.S.
- Eight (8) – Five (5) hour workshop L.S.
- Two (2) – Four (4) hour public information meetings L.S.
- Four (4) – One (1) hour presentation on project analysis report L.S. \$

Stage Three: Options Development

- Consultant Project Management and Administration Responsibilities L.S. \$
- Community Transportation Impact Study and Parking Strategy L.S. \$
- Community Servicing Impact Study on Options L.S. \$
- Geotechnical Report L.S. \$
- Sustainability Compliance Report on Options
- Environmental Impact Study on Options L.S. \$
- Sustainability Compliance Report on Options
- Cultural Heritage Assessment Report, Site Heritage Report and Archaeological Assessment Report for Options (3 reports) L.S. \$
- Workshops for Options Development L.S. \$

- Public Consultation Consultant Fees L.S. \$
- Rough Order of Magnitude Cost Analysis of Options L.S. \$
- Consultation Summary Report L.S. \$
- Comprehensive Development Options Report including a L.S. \$

Recommended Preferred Option - plans, surveys and reports

- Consultant Project Management and Administration Responsibilities L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Surveys - Lot Area Statistic Chart by land use of each Option L.S.\$
- Twenty (20) – Three (3) hour biweekly project team meetings L.S.\$
- Ten (10) – Five (5) hour workshop L.S.\$
- Two (2) – Four (4) hour public information meetings L.S \$
- Six (6) – One (1) hour presentation on project analysis report L.S.\$

Stage Four: Draft Master Plan

- Consultant Project Management and Administration Responsibilities L.S. \$
- Draft Master Plan Report including all plans and surveys L.S. \$
- Community Transportation Impact Study and Parking Strategy
- Based on the Draft Master Plan L.S. \$
- Community Servicing Impact Study based on the Draft Master Plan L.S. \$
- Geotechnical Report based on the Draft Master Plan L.S. \$
- Sustainability Compliance Report based on the Draft Master Plan
- Environmental Impact Study based on the Draft Master Plan L.S. \$
- Sustainability Compliance Report based on the Draft Master Plan L.S. \$
- Cultural Heritage Assessment - Site Heritage Report and Archaeological Assessment Report on Draft Master Plan including submissions to Mini L.S. \$
- Surveys - Lot Area Statistic Chart by land use of Draft Master Plan L.S.\$
- Consultation Report of all workshops, information sessions and presentation
- Meetings L. S\$
- A demonstration 3D video of preferred option L.S. \$

- Public Consultation Consultant Fees L.S. \$
- Sixteen (16) – Three (3) hour biweekly project team meetings L.S. \$.
- Four (4) – Five (5) hour workshop L.S. \$
- Two (2) – Four (4) hour public information meetings L.S. \$
- Six (6) – One (1) hour presentation on project analysis report L.S. \$

Stage Five: Final Master Plan

- Consultant Project Management and Administration Responsibilities L.S. \$
- Final Master Plan including updates to all plans, surveys and reports prepared in Stages One, Stage Two, Stage Three and Stage Four L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Eight (8) – Three (3) hour biweekly project team meetings L.S. \$
- Six (6) – Five (5) hour workshop L.S. \$
- Three (3) – Four (4) hour public information meetings L.S. \$
 - Six (6) –One (1) hour presentation on project analysis report L.S. \$

Stage Six: Strategic Implementation and Phasing Plan

- Development of implementation options (max 3 options) for campus based on master plan
- A Demonstration Plan for PSPC's first phase of Development L.S.\$
- A divestiture strategy for the campus L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Fourteen (14) – Three (3) hour biweekly project team meetings L.S. \$
- Six (6) – Five (5) hour workshop L.S. \$
- Six (6) –One (1) hour presentation on project analysis report L.S. \$

Stage Seven: Municipal Approvals

- Preparation of and Management of Applications for Municipal Approvals including all meetings, reports and correspondence to achieve approvals
 - Official Plan Amendment Application L.S. \$
 - Zoning Bylaw Amendment Application L.S. \$
 - Urban Design Review Panel Consultation L.S. \$

- Built Heritage Sub-Committee Consultation L.S. \$
- Public Consultation Consultant Fees L.S. \$
- Final Reports for submission for approval
 - Archaeological Resources Impact Study L.S. \$
 - (Stage I and Stage II Reports) L.S. \$
 - Community Transportation Study L.S.\$
 - Geotechnical Study L.S.\$
 - Site Servicing Study / Master Servicing Study L.S.\$
 - Stormwater Management Study/Low Impact Development L.S.\$
 - Cultural Heritage Report L.S.\$
 - Landscape Master Plan – Street Tree Planting L.S.\$
 - Landscape Master Plan – Campus Planting Plan L.S.\$
 - Tree Conservation Report L.S.\$
 - Environmental Impact Study L.S.\$
 - Species at Risk Study L.S.\$
 - Landscape Plan Master Plan – Public Open Space L.S.\$
 - Utility Capacity Analysis L.S.\$
 - Environmental Site Assessment L.S.\$
 - Topographical Survey of Final Master Plan L.S.\$
 - Property Survey of Final Master Plan – Land Area Statistic Chart by land use L.S.\$
 - Sustainability Study, including Sustainability Compliance Report L.S.\$
 - Architectural Control and Urban Design Guidelines L.S.\$
 - Public Realm Plan, including Wayfinding Plan L.S.\$
 - Accessibility Plan L.S.\$

Project Meetings

In addition to the project meetings outlined within each stage of the work the Consultant is to provide hourly rates for all staff added to support the project, the Company, PSPC, the NCC, the City of Ottawa and any other approval agencies.

Two (2) Hour Meeting Rate (\$ / meeting)

Consultant must also submit hourly rates for all team members, display material rates (including web-ready material) and rates in support of the lump sum fees provided for workshops and public meetings.

Disbursements

Project related disbursements

L.S. Sub-Total \$

HST (13%) \$

Total \$

Disbursements shall not include any meals, travel or telephone charges, shall be commercially reasonable, and shall be subject to the written pre-approval of the Company.

The consultant will be required to submit regular progress reports to the Company on the status of the Project.

Progress reports shall confirm the level of effort and hours to date in relationship to the project budget.

Invoices will be based on the above itemized with details of percentage complete and totals of the contract.

Disbursements shall be paid as incurred with documented proof to a fixed upset limit.

Schedule "C"
INSURANCE

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of **Ontario** or other Canadian jurisdictions to do business in the Province of **Ontario** and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
 - (c) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Consultant must notify the Company if any claims made against this policy erode the policy limits below those required;
 - (d) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
 - (i) blanket contractual liability;
 - (ii) broad form property damage including completed operations;
 - (iii) broad form property damage;
 - (iv) cross liability and severability of interest clause;
 - (v) additional insured endorsement;
 - (vi) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
 - (b) except for the insurance coverage specified in subsections 1.1(a) and 1.1(c), must name the Company as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the life of this Agreement.
- 1.4 The Consultant shall and shall ensure that its subconsultants shall:

- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;
 - (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
 - (c) place all policies with insurers that are licensed to provide insurance in the Province of **Ontario** in a form acceptable to the Company; and
 - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

**SCHEDULE D
PSPC SECURITY REQUIREMENTS**

SEE ATTACHED

Schedule D
PSPC SECURITY REQUIREMENTS SCHEDULE

The Consultant must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Consultant personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Valid security clearance must be obtained prior to the kick-off meeting after contract award.

Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

The Consultant must also comply with the provisions of the:

- a. Security Requirements Check List and applicable guide.
- b. Industrial Security Manual (latest edition).

**SCHEDULE E
CADASTRAL SURVEYING TECHNICAL SPECIFICATIONS**

SEE ATTACHED

SCHEDULE E CADASTRAL SURVEYING TECHNICAL SPECIFICATIONS

Cadastral Surveying Technical Specifications Schedule

SURVEY AND PLAN REQUIREMENTS

5.1 Plans in Accordance with Statute and Regulatory Requirements

Reference Plan(s) must be in accordance with the Surveys Act, Surveyors Act, the Registry Act, the Land Titles Act and the Regulations made under them and in accordance with the standards and guidelines of the Association of Ontario Land Surveyors (AOLS), and any additional provisions outlined herein.

5.1.1 Reference Plan

Reference Plan must contain:

- I. The area for each Part shown in the Schedule;
- II. The name of the property owner in the Schedule, as shown on the PIN;
- III. The Project Number **R.#####.###** and the PWGSC Plan Number must be shown at the bottom right corner of the Plan in the PWGSC Title Block (PWGSC Plan Numbers T.B.D. after Contract award).

5.1.2 Surveyor's Real Property Report

Part 1 of the SRPR must contain:

- I. An area in square meters shown on the face of the plan;
- II. A 'key map' located in the upper right portion of the plan;
- III. The Project Number **R.#####.###** and the PWGSC Plan Number must be shown at the bottom right corner of the plan in PWGSC Title Block. (PWGSC Plan Numbers T.B.D. after Contract award.);
- IV. The coordinate values of the control points and of all significant corners of the Parcel being surveyed must be shown in a Coordinate Table to three (3) decimal places;

Part 2 of the SRPR must be separate from Part 1 and must contain:

5.2 Digital Plan format

The Reference Plan(s) must be supplied in an AutoCAD or Civil CAD format (Ver. 2010 or higher) and presented in a standard metric scale. The consultant must follow PWGSC National CADD Standard that can be found at: <https://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html>.

The Consultant must pay particular attention to section 3.1, File Presentation, and 3.2, Layering Standards, of the CADD Standard.

The Consultant must use the Title Block and drawing template supplied by PWGSC(PSPC/CLC).

PWGSC(PSPC/CLC). boundaries being surveyed must be created as closed polygon (unbroken lines).

5.3 Drawing Sheets:

Allowable trimmed sheet size and border dimensions are shown in the following table:

Drawing Sheet DESIGNATION	Sheet Size Dimensions Height x Width (mm)	Trimmed Size Dimensions Height x Width (mm)
A0	841 x 1189	821 x 1159
A1	594 x 841	574 x 811
A2	420 x 594	400 x 564

Lettering on the plan must not be less than 2 mm in height. Plans must be oriented with the long side (width) at the top of the sheet. Plan sizes must conform to the sheet sizes noted above, unless preauthorized by the CLC.

5.4 Survey Integration

The Surveys and Plans of Survey must be integrated to the 3° MTM NAD83 (CSRS 2010) Coordinate system in accordance with the Surveyors Act, Ontario Regulation 216/10. A translation notation to 3° MTM NAD 83 (Original) must be included on the Plan or in the Legend.

Plan bearings must be grid bearings and plan distances must be ground distances. Where bearings are derived from project integration using GPS, integrated points must be selected at sufficient separation to provide accurate bearings. Large projects may require integration of more than two points to comply with AOLS regulations and standards. The coordinate values of the control points and of all significant corners of the Parts representing the interests of HMQC must be shown in a coordinate table to three (3) decimal places.

The digital graphics file must be based on the integrated coordinate system shown on the plans. The plan must state the particulars of the coordinate system in a form consistent with the required regulations, standards and guidelines.

5.5 Elevations Datum

When elevations are required as part of the survey the benchmarks used must be verified. The following elevation note must be shown on the plan: "Elevations shown hereon are referenced to the Canadian Geodetic Vertical Datum (CGVD) 2013 and are derived from elevation benchmark (describe benchmark) having an elevation of XXX.XX metres as recorded in (describe source of data). Elevations may be converted to Canadian Geodetic Vertical Datum (CGVD) 1928 by subtracting (value to be determined by consultant) from CGVD 2013 elevation values.

5.6 Unrestricted Use

An unrestricted license to use the plan of survey, surveyor's report, CAD files, field notes and other deliverables is deemed to have been provided by the Contractor to Her Majesty, in Right of Canada as represented by PSPC and CLC upon payment to the Contractor of the invoice(s) for the work. This license includes the right to provide copies of the deliverables to any other party.

6. RETURNS AND DELIVERABLES

6.1 Draft Plan and Report Submissions

The following materials must be submitted to CLC with the Draft Reference Plan and Draft Surveyor's Real Property Report

1. Three paper prints of the signed Draft Plan(s), along with a copy of the associated digital CAD file.
2. All pertinent title search and records material.
3. COSINE report for each Control Monument used to integrate the field survey measurements with the 3° MTM NAD83 (CSRS 2010) Coordinate system and a report on the closeness of fit of the control survey field work and the existing Horizontal Control Monuments. The report must include all details related to the use of any Real Time Base Station Network services.
4. Plan closures.
5. Draft of the Surveyor's Report that must include the following items:
 1. Results of title investigation or research;
 2. Issues related to site access;
 3. Survey methodology;
 4. Issues specific to real property interests both on and off the site (easements and/or rights of way);
 5. Encroachments;
 6. Title or other issues requiring further investigation or research which would fall outside of the original scope of the work required for this project, with recommendations for resolution;
 7. Digital photographs in support of the Surveyor's Report where permissible by on site Security personnel.

Plans and submissions must be complete and, in a condition, that they would be in for final submissions or deposit and verified by the Professional Land Surveyor. The Technical Authority will return to the consultant incomplete work un-reviewed, adversely affecting PSPC delivery schedules and consultant payment schedules.

7. FINALIZATION AND DEPOSIT

7.1 Issuance of Deposit Instructions

PSPC and/or CLC will provide instructions for finalization and deposit of the Reference Plans. These instructions are anticipated to be given approximately between 2 and 8 calendar weeks following the completion and approval of the draft Plans at each stage of the Master Plan process.

Schedule 11 Certificate of Compliance

On behalf of _____ **[insert name of Business Entity]** (“Business Entity”), I confirm that:

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the “Acts”), which has been tried on indictment:

Criminal Code of Canada, RSC 1985, c C-46
Competition Act, RSC 1985, c C-34
Income Tax Act, RSC 1985, c 1 (5th Supp)
Corruption of Foreign Public Officials Act, SC 1998, c 34
Controlled Drugs and Substances Act, SC 1996, c 19
Financial Administration Act, RSC 1985, c F-11
Lobbying Act, RSC 1985, c 44 (4th Supp);

2. all Owners¹of the Business Entity are set out in the following list:

Full Name	Type of Ownership

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Canada Lands Company CLC Limited (“CLC”) is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise CLC of any change in the Owner(s) of the Business Entity that occurs within two (2) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity’s relationship with CLC and possible disqualification from future business opportunities with CLC.

 Name:
 Title:
 Date:

I have authority to bind the Company.

1 “Owner” means: (a) for a corporation, all shareholders with a minimum 25% legal or beneficial ownership of the corporation’s shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

**SCHEDULE 12
NON-DISCLOSURE AGREEMENTS**

(subcontractor)

WHEREAS CANADA LANDS COMPANY CLC LIMITED (the “**Discloser**”) has released to the public a Request for Proposals process regarding Confederation Heights in the City of Ottawa and that the ● (the “**Proponent**”) wants to obtain the help of the subcontractor _____ (the “**Recipient**”) in order to respond to the Request for Proposals (the “**Purpose**”);

AND WHEREAS the Discloser may provide certain information of a confidential nature to the Recipient, or the Recipient may come in contact with certain information of a confidential nature while engaged in the Purpose;

NOW THEREFORE in consideration of being invited by the Proponent to help him to achieve the Purpose, and in consideration of being provided with access to information of a confidential nature, the Recipient hereby acknowledges and agrees as follows:

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith:
 - (a) *“Confidential Information” means all information relating to the Discloser and its Affiliates (as such term is defined in the Canada Business Corporations Act) and their respective businesses, properties and affairs furnished by or on behalf of the Discloser to the Recipient or any of its Representatives, regardless of the manner in which it is furnished, but does not include information that: (i) is already published or otherwise readily available to the public, other than by a breach of this Agreement; (ii) is rightfully received by the Recipient from a third party not in breach of any obligation of confidentiality; (iii) is proven to be known by the Recipient on a non-confidential basis prior to disclosure hereunder; or (iv) is produced in compliance with applicable law or a court order (or similar legal process), provided the Recipient complies with the provisions of Section 8 hereof; and*
 - (b) *“Representatives” means the directors, officers, employees, agents and advisors (including financial advisors and legal counsel) of the Recipient and the directors, officers and employees of any such agent or advisor.*
2. The Discloser will at its discretion provide such of the Confidential Information to the Recipient as is required for the Purpose, and the Discloser is not obligated to disclose any particular Confidential Information.
3. The Recipient will use the Confidential Information solely for the Purpose. The Recipient will not disclose the Confidential Information to any person other than the Recipient’s Representatives who have a need to know the Confidential Information for the Purpose. The Recipient will: (a) prior to disclosing the Confidential Information to any such Representative, issue appropriate instructions to such Representative with respect to the restrictions that apply to the Confidential Information and obtain the Representative’s agreement to receive and use the Confidential Information on a confidential basis on the same conditions as

contained in this Agreement and otherwise to comply with the terms hereof; and (ii) be responsible for any and all breaches of the terms of this Agreement by its Representatives. The Confidential Information will not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient without the prior written consent of the Discloser, except for such copies and storage as may be required by the Recipient or its Representatives for the Purpose. The Recipient will take reasonable security measures and use care to preserve and protect the secrecy of, and to avoid the disclosure or use of, the Confidential Information. The Recipient will promptly advise the Discloser in writing of any misappropriation or misuse by any person of the Confidential Information that may come to its attention.

4. Upon the request of the Discloser, any Confidential Information it has furnished to the Recipient will be promptly returned (accompanied by all copies thereof made by the Recipient and its Representatives) and deleted from all retrieval systems and data bases by the Recipient. The Recipient will deliver to the Discloser a certificate of the Recipient confirming such return and deletion.
5. All right, title and interest in and to the Confidential Information will remain the exclusive property of the Discloser and the Confidential Information will be held in trust and confidence by the Recipient for the Discloser. No interest, licence or any right respecting the Confidential Information is granted to the Recipient under this Agreement by implication or otherwise. Nothing herein contained will be deemed to limit or restrict the rights of the Discloser to assert claims for patent or copyright infringement against the Recipient.
6. This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information or whether the Confidential Information infringes any rights of third parties. The Discloser will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.
7. When requested by the Discloser, the Recipient will promptly provide a list containing the full name, title, location and function of each person having access to or copies of the Confidential Information.
8. If the Recipient is requested pursuant to, or required by, applicable law or a court order (or similar legal process) to disclose any Confidential Information, the Recipient will provide the Discloser with prompt notice of such request or requirement in order to enable the Discloser to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will not oppose any action by the Discloser to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Discloser, such disclosure is required, the Recipient will use its best efforts to ensure that the disclosure will be afforded confidential treatment.
9. The Recipient will indemnify and save harmless the Discloser and its directors, officers and employees from and against any and all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind, including all legal fees and costs on a solicitor and client

basis, resulting from any breach of this Agreement by the Recipient or any of the Recipient's Representatives.

10. The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or any of its representatives of any term or provision of this Agreement and that the Discloser shall also be entitled to seek an injunction from a court of competent jurisdiction for specific performance of the terms of this Agreement, in addition to any other remedy available pursuant to this Agreement or at law.
11. If any provisions of this Agreement are held to be invalid or unenforceable in whole in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
12. The Recipient acknowledges that the Discloser is subject to the *Access to Information Act* (R.S.C, 1985, c. A-1) and the *Privacy Act* (R.S.C, 1985, c. P-21) and that information provided to the Discloser in connection with this Agreement may be subject to the provisions of these acts.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Recipient hereby submits and attorns to the non-exclusive jurisdiction of the courts in the Province of Quebec for all matters relating to this Agreement.
14. This Agreement shall enure to the benefit of the Discloser and its successors and assigns and shall be binding upon the Recipient and its successors and assigns.
15. This Agreement may be executed either in original, electronic pdf or telecopied form.

[REMAINDER OF THE PAGE LEFT INTENTIONNALLY BLANK – SIGNATURE ON THE FOLLOWING PAGE]

Schedule 13
PSPC SECURITY REQUIREMENTS SCHEDULE

The Consultant must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Consultant personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Valid security clearance must be obtained prior to the kick-off meeting after contract award.

Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

The Consultant must also comply with the provisions of the:

- a. Security Requirements Check List and applicable guide.
- b. Industrial Security Manual (latest edition).

SCHEDULE 14 CADASTRAL SURVEYING TECHNICAL SPECIFICATIONS

Cadastral Surveying Technical Specifications Schedule

SURVEY AND PLAN REQUIREMENTS

5.1 Plans in Accordance with Statute and Regulatory Requirements

Reference Plan(s) must be in accordance with the Surveys Act, Surveyors Act, the Registry Act, the Land Titles Act and the Regulations made under them and in accordance with the standards and guidelines of the Association of Ontario Land Surveyors (AOLS), and any additional provisions outlined herein.

5.1.1 Reference Plan

Reference Plan must contain:

- I. The area for each Part shown in the Schedule;
- II. The name of the property owner in the Schedule, as shown on the PIN;
- III. The Project Number **R.#####.###** and the PWGSC Plan Number must be shown at the bottom right corner of the Plan in the PWGSC Title Block (PWGSC Plan Numbers T.B.D. after Contract award).

5.1.2 Surveyor's Real Property Report

Part 1 of the SRPR must contain:

- I. An area in square meters shown on the face of the plan;
- II. A 'key map' located in the upper right portion of the plan;
- III. The Project Number **R.#####.###** and the PWGSC Plan Number must be shown at the bottom right corner of the plan in PWGSC Title Block. (PWGSC Plan Numbers T.B.D. after Contract award.);
- IV. The coordinate values of the control points and of all significant corners of the Parcel being surveyed must be shown in a Coordinate Table to three (3) decimal places;

Part 2 of the SRPR must be separate from Part 1 and must contain:

5.2 Digital Plan format

The Reference Plan(s) must be supplied in an AutoCAD or Civil CAD format (Ver. 2010 or higher) and presented in a standard metric scale. The consultant must follow PWGSC National CADD Standard that can be found at: <https://www.tpsgc-pwgsc.gc.ca/biens-property/cdao-cadd/index-eng.html>.

The Consultant must pay particular attention to section 3.1, File Presentation, and 3.2, Layering Standards, of the CADD Standard.

The Consultant must use the Title Block and drawing template supplied by PWGSC(PSPC/CLC).

PWGSC(PSPC/CLC). boundaries being surveyed must be created as closed polygon (unbroken lines).

5.3 Drawing Sheets:

Allowable trimmed sheet size and border dimensions are shown in the following table:

Drawing Sheet DESIGNATION	Sheet Size Dimensions Height x Width (mm)	Trimmed Size Dimensions Height x Width (mm)
A0	841 x 1189	821 x 1159
A1	594 x 841	574 x 811
A2	420 x 594	400 x 564

Lettering on the plan must not be less than 2 mm in height. Plans must be oriented with the long side (width) at the top of the sheet. Plan sizes must conform to the sheet sizes noted above, unless preauthorized by the CLC.

5.4 Survey Integration

The Surveys and Plans of Survey must be integrated to the 3° MTM NAD83 (CSRS 2010) Coordinate system in accordance with the Surveyors Act, Ontario Regulation 216/10. A translation notation to 3° MTM NAD 83 (Original) must be included on the Plan or in the Legend.

Plan bearings must be grid bearings and plan distances must be ground distances. Where bearings are derived from project integration using GPS, integrated points must be selected at sufficient separation to provide accurate bearings. Large projects may require integration of more than two points to comply with AOLS regulations and standards. The coordinate values of the control points and of all significant corners of the Parts representing the interests of HMQC must be shown in a coordinate table to three (3) decimal places.

The digital graphics file must be based on the integrated coordinate system shown on the plans. The plan must state the particulars of the coordinate system in a form consistent with the required regulations, standards and guidelines.

5.5 Elevations Datum

When elevations are required as part of the survey the benchmarks used must be verified. The following elevation note must be shown on the plan: "Elevations shown hereon are referenced to the Canadian Geodetic Vertical Datum (CGVD) 2013 and are derived from elevation benchmark (describe benchmark) having an elevation of XXX.XX metres as recorded in (describe source of data). Elevations may be converted to Canadian Geodetic Vertical Datum (CGVD) 1928 by subtracting (value to be determined by consultant) from CGVD 2013 elevation values.

5.6 Unrestricted Use

An unrestricted license to use the plan of survey, surveyor's report, CAD files, field notes and other deliverables is deemed to have been provided by the Contractor to Her Majesty, in Right of Canada as represented by PSPC and CLC upon payment to the Contractor of the invoice(s) for the work. This license includes the right to provide copies of the deliverables to any other party.

6. RETURNS AND DELIVERABLES

6.1 Draft Plan and Report Submissions

The following materials must be submitted to CLC with the Draft Reference Plan and Draft Surveyor's Real Property Report

1. Three paper prints of the signed Draft Plan(s), along with a copy of the associated digital CAD file.
2. All pertinent title search and records material.
3. COSINE report for each Control Monument used to integrate the field survey measurements with the 3° MTM NAD83 (CSRS 2010) Coordinate system and a report on the closeness of fit of the control survey field work and the existing Horizontal Control Monuments. The report must include all details related to the use of any Real Time Base Station Network services.
4. Plan closures.
5. Draft of the Surveyor's Report that must include the following items:
 1. Results of title investigation or research;
 2. Issues related to site access;
 3. Survey methodology;
 4. Issues specific to real property interests both on and off the site (easements and/or rights of way);
 5. Encroachments;
 6. Title or other issues requiring further investigation or research which would fall outside of the original scope of the work required for this project, with recommendations for resolution;
 7. Digital photographs in support of the Surveyor's Report where permissible by on site Security personnel.

Plans and submissions must be complete and, in a condition, that they would be in for final submissions or deposit and verified by the Professional Land Surveyor. The Technical Authority will return to the consultant incomplete work un-reviewed, adversely affecting PSPC delivery schedules and consultant payment schedules.

7. FINALIZATION AND DEPOSIT

7.1 Issuance of Deposit Instructions

PSPC and/or CLC will provide instructions for finalization and deposit of the Reference Plans. These instructions are anticipated to be given approximately between 2 and 8 calendar weeks following the completion and approval of the draft Plans at each stage of the Master Plan process.

